

COUNCIL COMMUNICATION

Department: Public Works Ordinance No. _____ First Reading February 8, 2010
Case/Project No.: FY10-05E-2 Resolution No. 10-49
Applicant: Matthew Cox, City Engineer

SUBJECT/TITLE

Council consideration of a resolution accepting the bid of Nelson Engineering Construction in the amount of \$2,791,080.00 for the Wastewater Disinfection. Project #FY10-05E-2.

BACKGROUND/DISCUSSION

- On January 28, 2010 bids were received in the City Clerk's office as followed:

Nelson Engineering Construction, So. Sioux City, NE	\$2,791,080.00
Hawkins Construction, Omaha, NE	\$2,795,000.00
John T. Jones Construction, Fargo, ND	\$2,851,000.00
Christiansen Construction, Pender, NE	\$2,866,000.00
Oakview Construction, Red Oak, IA	\$2,900,000.00
Eriksen Construction, Blair, NE	\$2,939,000.00
Gridor Construction, Buffalo, MN	\$2,971,269.00
Graham Construction, Omaha, NE	\$3,238,163.00
*Foley Company Engineer's Estimate	\$3,060,000.00

*Foley Company was non-responsive.

- The City of Council Bluffs Water Pollution Control Plant (WPCP) was placed into operation in 1973. Over the past 3 decades several additions and upgrades have been undertaken to maintain treatment process, upgrade the system and replace equipment that has reached its service life.
- Disinfection of final effluent was last performed at the WPCP in 1998 based on the then current federal regulations.
- The Iowa Department of Natural Resources (DNR), in accordance with new federal regulations, mandated in a letter dated March 9, 2007, that the City of Council Bluffs WPCP provide for disinfection of its final effluent in accordance with the new federal regulations on or before March 15, 2011.
- The following schedule was developed jointly by the City of Council Bluffs and the IDNR regarding the mandate:

Monitoring of effluent through December 31, 2008, final effluent disinfection

Preliminary design submittal for disinfection system on or before April 15, 2009

Final design submittal for disinfection system on or before September 30, 2009

Bid contract documents for disinfection system on or before January 1, 2010

Progress report on construction on or before September 1, 2010

Substantial completion of disinfection system on or before December 31, 2010

Effluent to meet new regulations for disinfection March 15, 2011

- Since the disinfection project is mandated by federal and state regulations failure to comply could result in noncompliance and fine for the City of Council Bluffs.
- After analysis, ultraviolet light was selected as the means of disinfection.
- Equipment for the UV disinfection was procured by the City earlier in Project FY10-05E-1 which was awarded September 14, 2009, to Azonia.
- Project FY10-05E-2 is the construction of facilities at the WPCP and installation of procured equipment and has the following schedule:

Set Public Hearing	November 23, 2009
Hold Public Hearing	December 14, 2009
Letting	January 28, 2010
Award	February 08, 2010

- The disinfection project will be project FY10-05E in the CIP. Project cost is \$4.0 million and is funded by a State Revolving Fund (SRF) loan through the Iowa Finance Authority (IFA).

RECOMMENDATION

Approval of this resolution.

Greg Reeder, Public Works Director

RESOLUTION 10-49

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
NELSON ENGINEERING CONSTRUCTION FOR THE
WASTEWATER DISINFECTION
FY10-05E-2**

WHEREAS, the plans, specifications, and form of contract for the Wastewater Disinfection are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on December 14, 2009 and the plans, specifications and form of contract were approved; and

WHEREAS, Nelson Engineering Construction has submitted a low bid in the amount of \$2,791,080.00 for this contract.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the bid of Nelson Engineering Construction in the amount of \$2,791,080.00 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Wastewater Disinfection; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with Nelson Engineering Construction for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

**ADOPTED
AND
APPROVED**

February 8, 2010

Thomas P. Hanafan,

Mayor

ATTEST:

Marcia L. Worden,

City Clerk

COUNCIL COMMUNICATION

Department: Public Works
Case/Project No.: FY10-18
Applicant: Matthew Cox, City Engineer

Ordinance No. _____
Resolution No. _____

First Reading February 8, 2010

SUBJECT/TITLE

Council consideration of a resolution accepting the bid of SBI General Mechanical in the amount of \$1,306,493.00 plus \$14,536.00 for Alternate A for a total contract amount of \$1,321,069.00 for the Wastewater Treatment Plant Digester Complex Upgrade. Project #FY10-18.

BACKGROUND/DISCUSSION

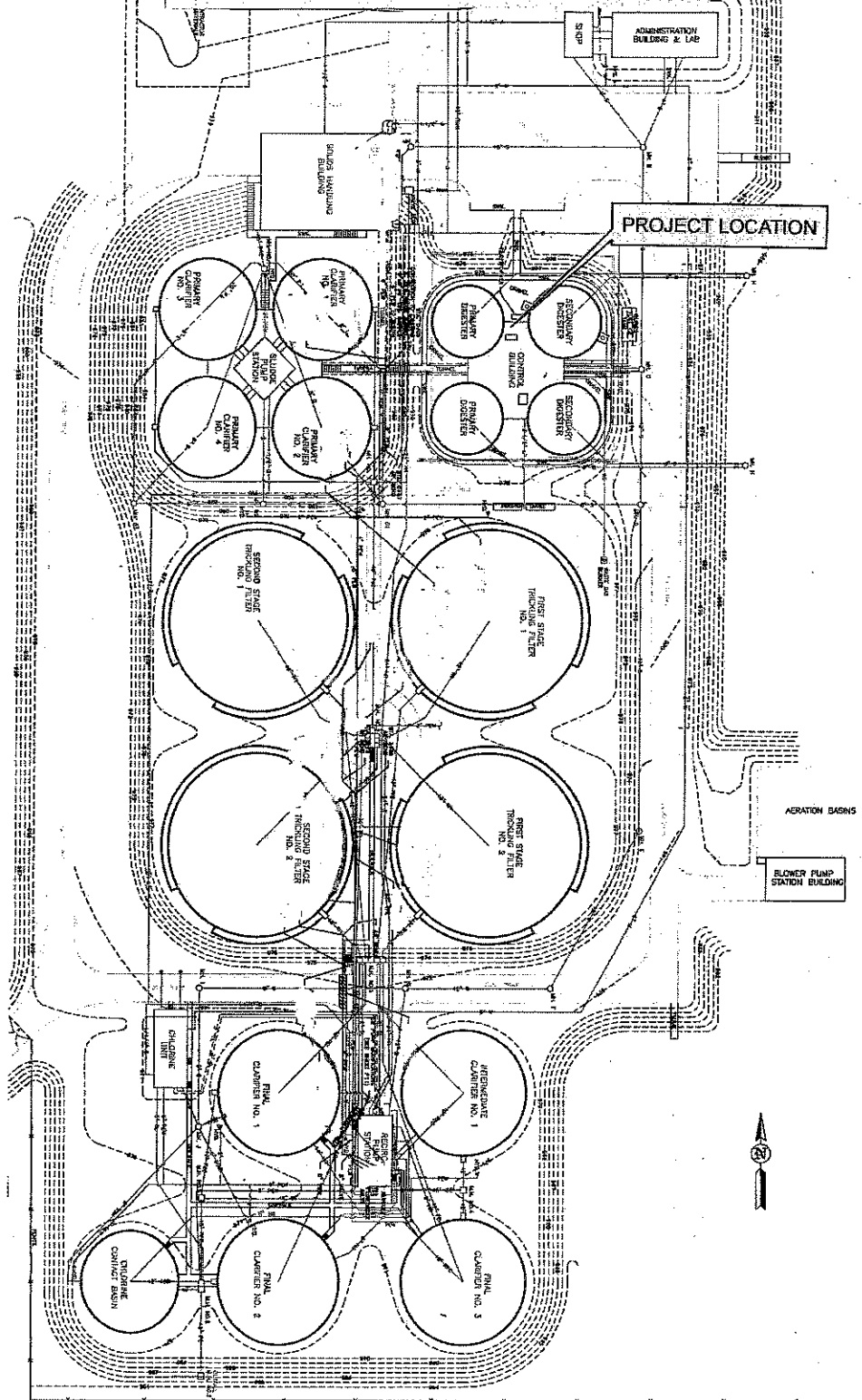
- On February 2, 2010 bids were received in the City Clerk's office as follows:

		<u>Alternate A Add/Deduct Bid Amt.</u>
SBI General Mechanical, Waterbury, NE	\$1,306,493.00	+\$14,576.00
Gridor Construction, Buffalo, MN	\$1,324,704.00	\$ 0.00
Christiansen Construction, Pender, NE	\$1,344,000.00	+\$ 4,025.00
Oakview Construction, Red Oak, IA	\$1,387,000.00	+\$21,500.00
Foley Company, Kansas City, MO	\$1,395,800.00	+\$12,695.00
Hawkins Construction, Omaha, NE	\$1,452,000.00	+\$ 3,675.00
Nelson Engineering Construction, So. Sioux City, NE	\$1,484,396.00	+\$ 3,500.00
John T. Jones Construction, Fargo, ND	\$1,525,000.00	+\$30,000.00
Eriksen Construction, Blair, NE	\$1,605,000.00	+\$ 5,000.00
Boyd Jones Construction, Omaha, NE	\$1,630,000.00	+\$ 3,500.00
C. L. Carroll, Des Moines, IA	\$1,705,515.00	+\$25,000.00
Engineer's Estimate	\$1,900,000.00	

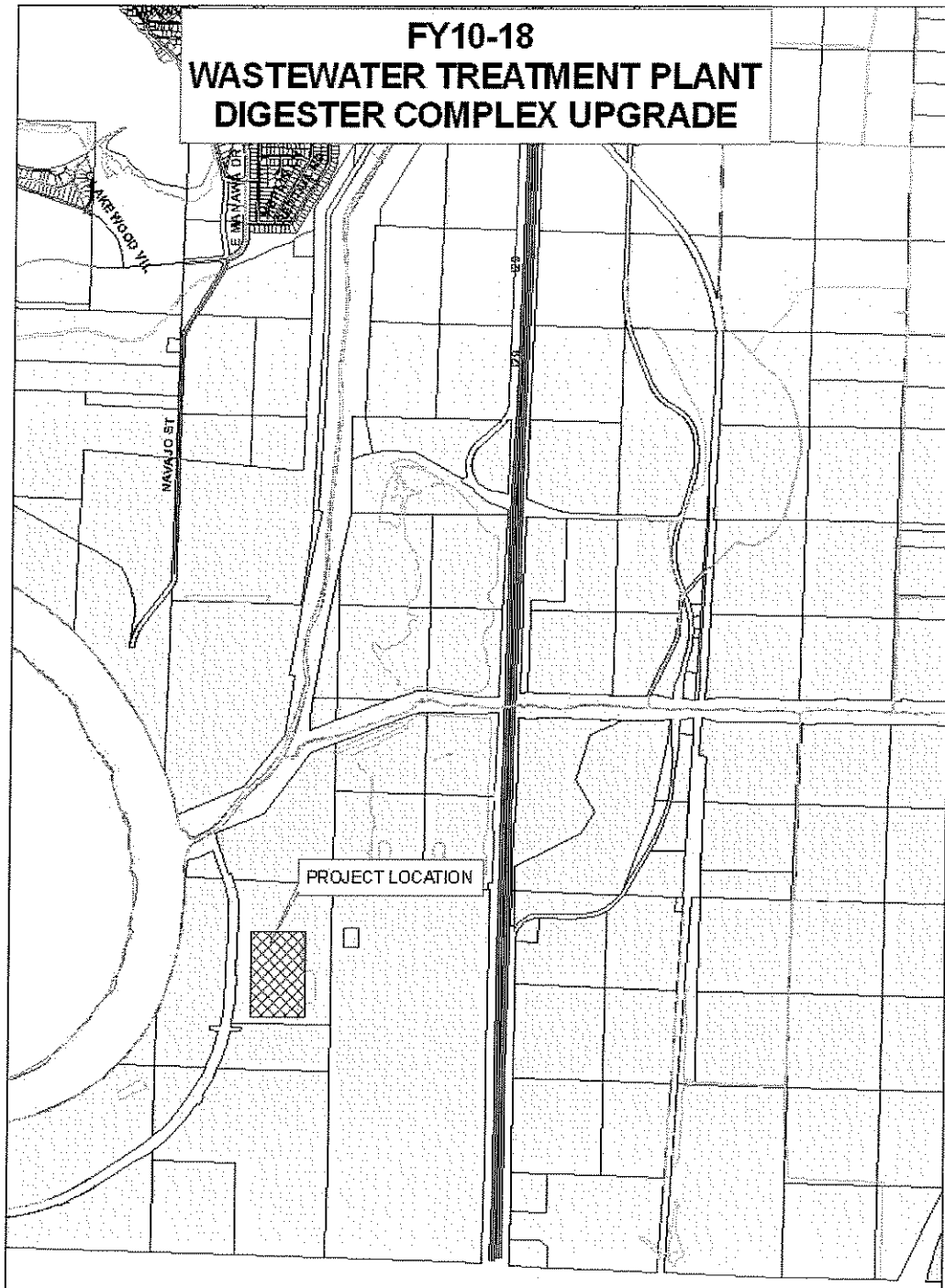
- The City of Council Bluffs Water Pollution Control Plant (WPCP) was placed into operation in 1973. Over the past 3 decades several additions and upgrades have been undertaken to maintain the treatment process.
- The sludge digestion complex has been in service for 36 years. The covers for digesters 1 and 2 require repair. The heater control center and the sludge heaters require replacement.
- The equipment in the sludge digestion complex has sustained corrosion problems and cannot be serviced because repair parts are no longer available.
- The corroded and unserviceable equipment pose a safety hazard and a failure could result in the inability to provide continuous/compliant sludge digestion and methane gas management.
- The project is funded by a State Revolving Fund (SRF) loan through the Iowa Finance Authority (IFA).
- In accordance with SRF guidelines the project must be designed this year and will be under construction February, 2010.
- The Alternate A, which is the "Buy American" clause was selected in order for the project to qualify for second round Federal Stimulus Funds. If the project is approved for these funds, the city can convert 20% from a loan to a grant (\$264,200). The city will be notified of the grant approval late Spring.
- The tentative project schedule is:

Set Public Hearing	November 23, 2009
Hold Public Hearing	December 14, 2009
Bid Letting	February 2, 2010
Award	February 8, 2010
Construction	2010

**FY10-17
WASTEWATER TREATMENT PLANT
DIGESTER COMPLEX UPGRADE**



**FY10-18
WASTEWATER TREATMENT PLANT
DIGESTER COMPLEX UPGRADE**



RESOLUTION
NO _____

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH
SBI GENERAL MECHANICAL FOR THE
WASTEWATER TREATMENT PLANT DIGESTER COMPLEX UPGRADE
FY10-18**

WHEREAS, the plans, specifications, and form of contract for the Wastewater Treatment Plant Digester Complex Upgrade are on file in the office of the City Clerk; and

WHEREAS, a Notice of Public Hearing was published, as required by law, and a public hearing was held on December 14, 2009, and the plans, specifications and form of contract were approved; and

WHEREAS, SBI General Mechanical has submitted a low bid in the amount of \$1,321,069.00 for this contract.

**NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA**

That the bid of SBI General Mechanical in the amount of \$1,321.069.00 is hereby accepted as the lowest and best bid received for said work; and

BE IT FURTHER RESOLVED

That the City Council does hereby award the contract in connection with the Wastewater Treatment Plant Digester Complex Upgrade; and

BE IT FURTHER RESOLVED

That the Mayor and City Clerk are hereby authorized, empowered, and directed to execute an agreement with SBI General Mechanical for and on behalf of the City of Council Bluffs, upon approval by the City Attorney of the certificate of insurance and payment and performance bonds as required by the contract specifications.

ADOPTED
AND
APPROVED _____, 2010

Thomas P. Hanafan, Mayor

ATTEST:

Marcia L. Worden, City Clerk

COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. _____

First Reading February 8, 2010

Case/Project No.: FY11-14

Resolution No. 10-51

Applicant: Matthew Cox, City Engineer

SUBJECT/TITLE

Council consideration of a resolution authorizing the Mayor to execute an agreement with The Schemmer & Associates for engineering services for the So. 32nd Street Sanitary Sewer Improvements – Phase I. Project #FY11-14.

BACKGROUND/DISCUSSION

- So. 32nd Street sanitary sewer is a major 30" trunk line that serves the Northwest area of the city.
- The So. 32nd Street sewer between 12th Avenue and 9th Avenue has experienced backups during wet weather rainfalls. The sewer was constructed in 1961 and is very poor condition.
- New sanitary sewer has been constructed along So. 32nd Street from Nebraska Avenue to 12th Avenue.
- A sewer study completed in 2009 recommends installing collector sewer to fix backups and rebuilding trunk sewer to 6th Avenue Pump Station.
- This project is Phase I of III to install collector sewer from 6th Avenue Pump Station to 9th Avenue.
- The project is FY11-14 in the CIP and has a budget of \$1,000,000 funded from sales tax revenue.
- The project schedule is as follows:

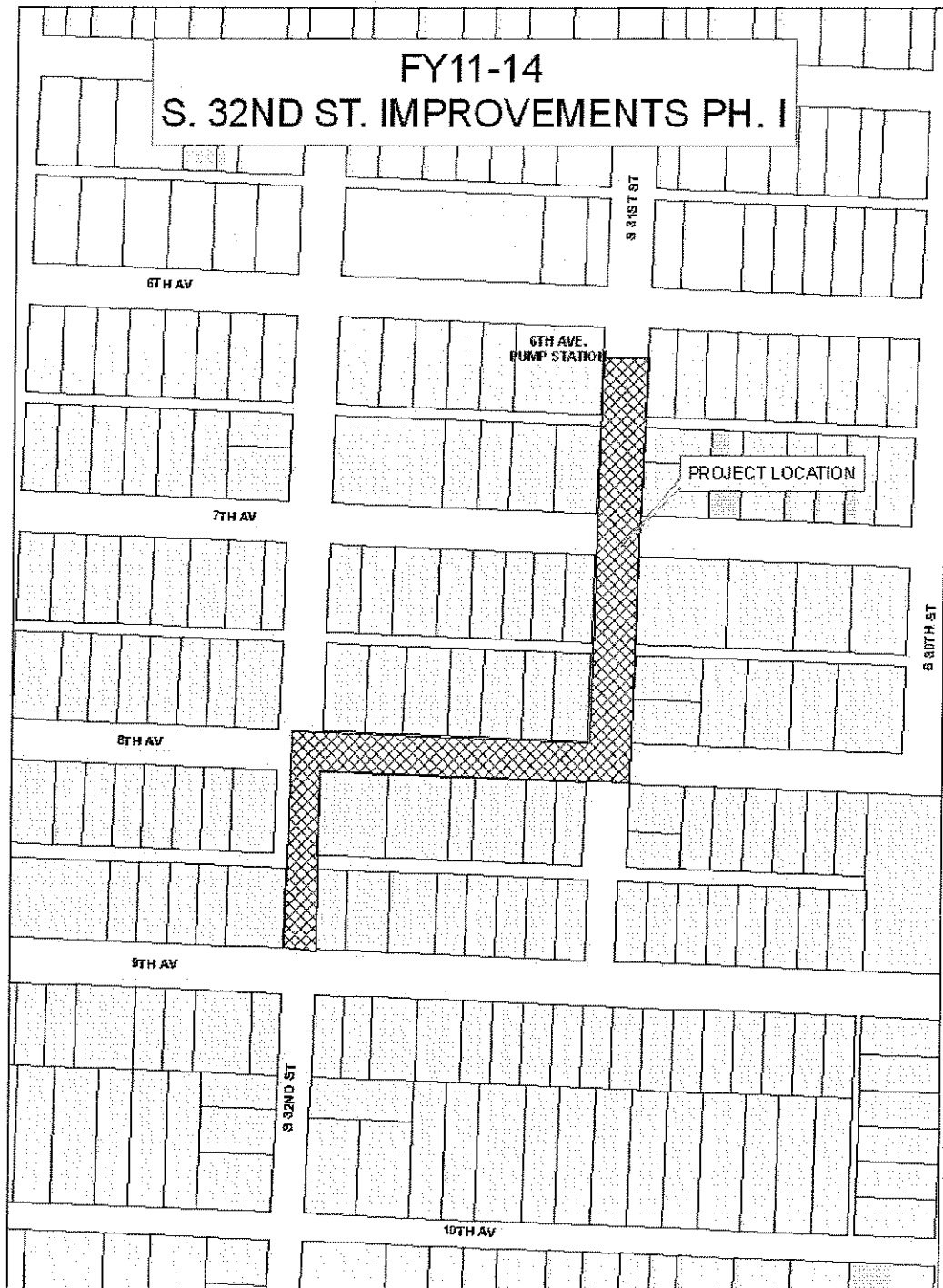
Set Public Hearing	April 26, 2010
Hold Public Hearing	May 10, 2010
Bid Letting	May 27, 2010
Award	June 14, 2010
Construction Start Date	July 1, 2010
Construction Completion	October 30, 2010

RECOMMENDATION

Approval of this resolution.

Approved by: Greg Reeder, Public Works Director

FY11-14
S. 32ND ST. IMPROVEMENTS PH. I



SCHEMMER

ARCHITECTS | ENGINEERS | PLANNERS

January 27, 2010

Mr. Matthew Cox P.E.
City Engineer
Public Works Department
209 Pearl Street
Council Bluffs, Iowa 51503

RE: Engineering Services Agreement
S. 32nd St. Sewer Rehabilitation
6th Avenue Pump Station to 9th Avenue
City Project No. FY11-14

Dear Mr. Cox:

The Schemmer Associates Inc. (Schemmer) proposes to render professional services to the City of Council Bluffs, Iowa, (City) in connection with the design and construction of a sanitary sewer reconstruction project beginning at the 6th Avenue pump station and extending south on 31st Street to 8th Avenue, then west to 32nd Street, then south to 9th Avenue (hereinafter referred to as Project).

I. CONDITIONS OF SERVICE

Services rendered by Schemmer as enumerated under Section II shall be provided under the following conditions:

A. General Conditions of The Schemmer Associates (See attached).

B. Fees

1. Payroll cost used as the basis for payment mean salaries and wages paid to all personnel engaged directly on the Project, including, but not limited to engineers, architects, surveyors, designers, drafters, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, worker's compensations, health and retirement benefits, sick leave, vacation and holiday pay and other group benefits.
2. Hourly, not-to-exceed negotiated maximum fees, as listed in the scope of services below, shall be determined by multiplying the hours charged to the Project for each work classification by the hourly rate for each classification as listed in the current Schedule of Hourly Rates.
3. Lump sum fees, as listed in the scope of services below, shall be a negotiated lump sum amount for such services.

Engineering Services Agreement
S. 32nd St. Sewer Rehabilitation
6th Avenue Pump Station to 9th Avenue
City Project No. FY11-14
January 27, 2010
Page 2

4. For services during construction, fee shall be determined on an hourly basis in accordance with item I. B - 2 above with a negotiated maximum amount based upon a percent of the averaged bid amounts of the two low bidders.
5. The fee for subconsultants or testing laboratories (as approved by the City) shall be the actual amount billed to Schemmer.
6. For additional services rendered by Schemmer as authorized in writing by the City, the fees shall be computed on an hourly rate basis by multiplying the hours worked by the hourly rates per the current Schedule of Hourly Rates.

C. Indemnification

Each party hereby agrees to indemnify, defend and save harmless the other, its officers, agents, and employees from and against any and all claims arising out of the negligent acts, errors, or omissions of Schemmer, its officers, agents, and employees in the execution of the services specified in this contract.

D. Insurance

Schemmer hereby agrees to obtain and to keep in force during the term of this contract the below-described insurance coverage relating to the services specified under this contract. Schemmer will furnish the City with evidence of such coverage prior to commencing any services under this contract.

Insurance coverage, which Schemmer shall obtain and keep in force, is as follows:

1. Worker's Compensation insurance as required under the laws applicable to the services, and Employer's Liability insurance at a level of \$500,000, which shall cover all of Schemmer's employees engaged in the services specified.
2. Automobile Liability insurance covering all automotive equipment used in connection with the services under this contract, with not less than \$1,000,000 bodily injury per occurrence, and property damage insurance with \$500,000 per occurrence and \$1,000,000 aggregate.
3. Comprehensive General Liability insurance (including contractual, products and completed operations liability insurance) covering services performed under this contract, with not less than \$1,000,000 per occurrence for bodily injury, and property damage insurance with limits of \$500,000 per occurrence and \$1,000,000 aggregate.
4. Excess Liability insurance of \$1,000,000.

Engineering Services Agreement
S. 32nd Street Sewer Rehabilitation
6th Avenue Pump Station to 9th Avenue
City Project No. FY11-14
January 27, 2010
Page 3

II. SCOPE OF SERVICES

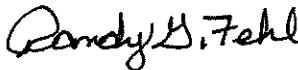
Services to be provided by Schemmer and the Fee Basis are as follows:

<u>Scope of Services</u>	<u>Fee Basis</u>
I. Definition of Problem	Hourly, Not-to- Exceed Negotiated
Scope of Project	Maximum
II. Survey	Lump Sum
III. Design	Lump Sum
A. Preliminary	
B. Final	
IV. Bid Phase	Lump Sum
V. Construction	Hourly Not-to-Exceed Negotiated
A. Observation	% of construction (average of
B. Management	two low bidders)
C. Staking	
VI. Project Management	Hourly Not-to-Exceed Negotiated Maximum
VII. Outside Consultants/Testing	Billed as per invoice
VIII. ROW, Easements, Outside	Hourly
* Permits, Assessments	

If the foregoing proposal and attachments are agreeable, please indicate your acceptance by signing and returning one copy of this proposal.

Sincerely,

THE SCHEMMER ASSOCIATES INC
ARCHITECTS | ENGINEERS | PLANNERS



Randy G. Fehl, P.E.
Engineering Manager

ACCEPTED:
CITY OF COUNCIL BLUFFS, IOWA

BY _____
Thomas P. Hanafan, Mayor

DATE _____

ATTEST:

BY _____

Attachment (General Conditions)

GENERAL CONDITIONS

1. **REUSE OF DOCUMENTS.** All documents including drawings, specifications and CADD data on electronic media furnished by The Schemmer Associates Inc. pursuant to this Agreement are instruments of its services in respect to this project. They are not intended or represented to be suitable for reuse on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by The Schemmer Associates Inc. shall be at the user's sole risk and without liability or legal exposure to The Schemmer Associates Inc., and the other party to this Agreement shall indemnify and hold harmless The Schemmer Associates Inc. from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle The Schemmer Associates Inc. to further compensation.
2. **ESTIMATES.** Since The Schemmer Associates Inc. has no control over the cost of labor, materials or equipment or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, estimates of project cost are made on the basis of experience and qualifications and represent the best judgment of design professionals familiar with the industry, but The Schemmer Associates Inc. cannot and does not guarantee that proposals, bids or project costs will not vary from estimates of cost prepared by The Schemmer Associates Inc.
3. **SUSPENSION OR ABANDONMENT.** If the project is suspended for more than three months or abandoned in whole or in part, The Schemmer Associates Inc. shall be paid compensation for services performed prior to receipt of written notice of such suspension or abandonment, together with reimbursable expenses then due.
4. **TERMINATION.** This Agreement may be terminated by either party upon seven days' written notice should either party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others than The Schemmer Associates Inc., The Schemmer Associates Inc. shall be paid compensation for services performed to termination date, including reimbursable expenses then due.
5. **SUCCESSORS AND ASSIGNS.** Each party to this Agreement binds him/herself, his/her partners, successors, assigns and legal representatives to the other party, his/her partners, successors, assigns and legal representatives with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his/her interest in this Agreement without the written consent of the other.
6. **PAYMENTS.** Payments due The Schemmer Associates Inc. under this Agreement shall be payable within thirty (30) days of the date of billing. If full payment is not received within sixty (60) days of the date of billing, the payment shall bear interest at the highest rate permitted by law but not exceeding eighteen percent (18%).
7. **DELINQUENT PAYMENTS.** (a) Delinquent Progress Payments: It is understood and agreed that should any progress payment hereunder remain due and unpaid for a period of 60 days after invoice, that all services on the part of The Schemmer Associates Inc. will cease and will not resume until all amounts owing for services rendered have been paid in full. Cessation shall not constitute a breach of The Schemmer Associates Inc.'s duties under this agreement, or an election of remedies, and The Schemmer Associates Inc. shall be fully indemnified for any liability or damages thereby caused. (b) Legal Action: No account will be held by The Schemmer Associates Inc. more than 90 days after their invoice. At the end of 90 days all such accounts will be referred for appropriate legal action. (c) Mechanics Liens: Unless specific arrangements for delayed payments have been made, by written agreement, all mechanics lien rights available to The Schemmer Associates Inc. will be exercised within the time period allowed by law.
8. **TAX.** The amount of any excise, gross receipts or sales tax that may be imposed shall be invoiced as a reimbursable expense.
9. **HAZARDOUS MATERIALS.** Unless otherwise provided in this Agreement, The Schemmer Associates and The Schemmer Associates' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Schemmer Associates Inc. shall be indemnified and held harmless against all claims related to hazardous materials.

10. NOTICE OF LIMITATION OF AGENTS' AUTHORITY.

It is understood and acknowledged that no agent, officer, or principal of The Schemmer Associates Inc. is authorized to vary the terms of this agreement in any particular, except by writing, expressly limiting the application of the terms of this Agreement.

11. INVALIDATION OF PROFESSIONAL LIABILITY INSURANCE.

The Schemmer Associates shall not knowingly take any action called for by this agreement or arising from the course of this project which shall cause loss of the The Schemmer Associates' professional liability insurance coverage for this project or any aspect of it.

12. LIMITATION OF LIABILITY. To the fullest extent permitted by law, the Client agrees to limit The Schemmer Associates Inc.'s liability for the Client's damages to the sum of \$50,000 or The Schemmer Associates Inc.'s fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

13. COMPUTER AIDED DESIGN/DRAFTING (CADD).

CADD may be utilized to prepare drawings, specifications, calculations, and other instruments of service prepared by The Schemmer Associates Inc. Submitted data files are intended to work only as described in the agreement and are compatible only with the original hardware and software used to create the files.

13.1. Because data stored on electronic media can deteriorate undetected or be modified without the knowledge of The Schemmer Associates Inc., the Owner agrees to accept responsibility for the completeness, correctness, and readability of the electronic media after an acceptance period of 30 days after delivery of the electronic files, and that upon the expiration of this acceptance period, the Owner will indemnify and save harmless The Schemmer Associates Inc. for any and all claims, losses, costs, damages, awards, or judgments arising from use of the electronic media files or output generated from them. The Schemmer Associates Inc. agrees that it is responsible for the accuracy of the sealed hard copy drawings that have been or will be submitted, and that such accuracy is defined as the care and skill ordinarily used by members of the profession practicing under similar conditions at the same time and in the same locality. The Schemmer Associates Inc. makes no warranties, express or implied, under this agreement or otherwise, in connection with the services provided.

13.2. The electronic files are submitted to the client for a 30-day acceptance period. During this period, the client may review and examine these files. Any errors detected during this time will be corrected by The Schemmer Associates Inc. as part of the basic agreement. Any changes requested after the acceptance period will be considered additional services to be performed on a time and materials basis, at the standard cost plus terms and conditions. The Schemmer Associates Inc. is not required to maintain copies of the electronic files beyond the acceptance period after delivery of the files.

13.3. The Owner shall be permitted to retain copies of the drawings and specifications prepared in CADD format for the Owner's information. Due to the potential that the information set forth on the electronic media can be modified by the Owner, unintentionally or otherwise, The Schemmer Associates reserves the right to remove all indicia of its ownership and/or involvement from each electronic file.

13.4. Any use or reuse of altered files by the Owner or others without written authorization or CADD adaptation by The Schemmer Associates Inc. for the specific purpose intended will be at the Owner's risk and full legal responsibility. Furthermore, the Owner will, to the fullest extent permitted by law, indemnify and hold The Schemmer Associates Inc. harmless from any and all claims, suits, liability, demands, or costs arising out of or resulting from such use. Any such authorization or CADD adaptation by the Owner will entitle The Schemmer Associates Inc. to additional compensation at the rates established as part of this agreement.

14. GEOTECHNICAL MATERIALS TESTING SERVICE.

In the case that geotechnical and/or materials testing services are provided by The Schemmer Associates Inc., our supplementary General Conditions for Geotechnical and Materials Testing shall be considered a part of this document.

RESOLUTION 10-51

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE AN AGREEMENT WITH THE SCHEMMER & ASSOCIATES
IN CONNECTION WITH
SO. 32ND STREET SANITARY SEWER IMPROVEMENTS-PHASE I
FY11-14**

WHEREAS, the city wishes to make improvements known as the
So. 32nd Street Sanitary Sewer Improvements-Phase I,
within the city, as therein described; and

WHEREAS, The Schemmer & Associates has submitted an agreement
to provide engineering services for the work necessary for
said improvements; and

WHEREAS, the city council deems approval of said agreement to be
in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with
The Schemmer & Associates for engineering services relative to the So. 32nd Street Sanitary
Sewer Improvements-Phase I.

ADOPTED
AND
APPROVED

February 8, 2010

Thomas P. Hanafan,

Mayor

ATTEST:

Marcia L. Worden,

City Clerk

COUNCIL COMMUNICATION

Department: Public Works

Ordinance No. _____

First Reading February 8, 2010

Case/Project No.: _____

Resolution No. 10-52

Applicant: Matthew Cox, City Engineer

SUBJECT/TITLE

Council consideration of a resolution authorizing the Mayor to execute Iowa Department of Transportation Agreement No. IMN-29-3(65)54--OE-78 for right-of-way acquisition in connection with I-29 & I-80 Interstate Improvement.

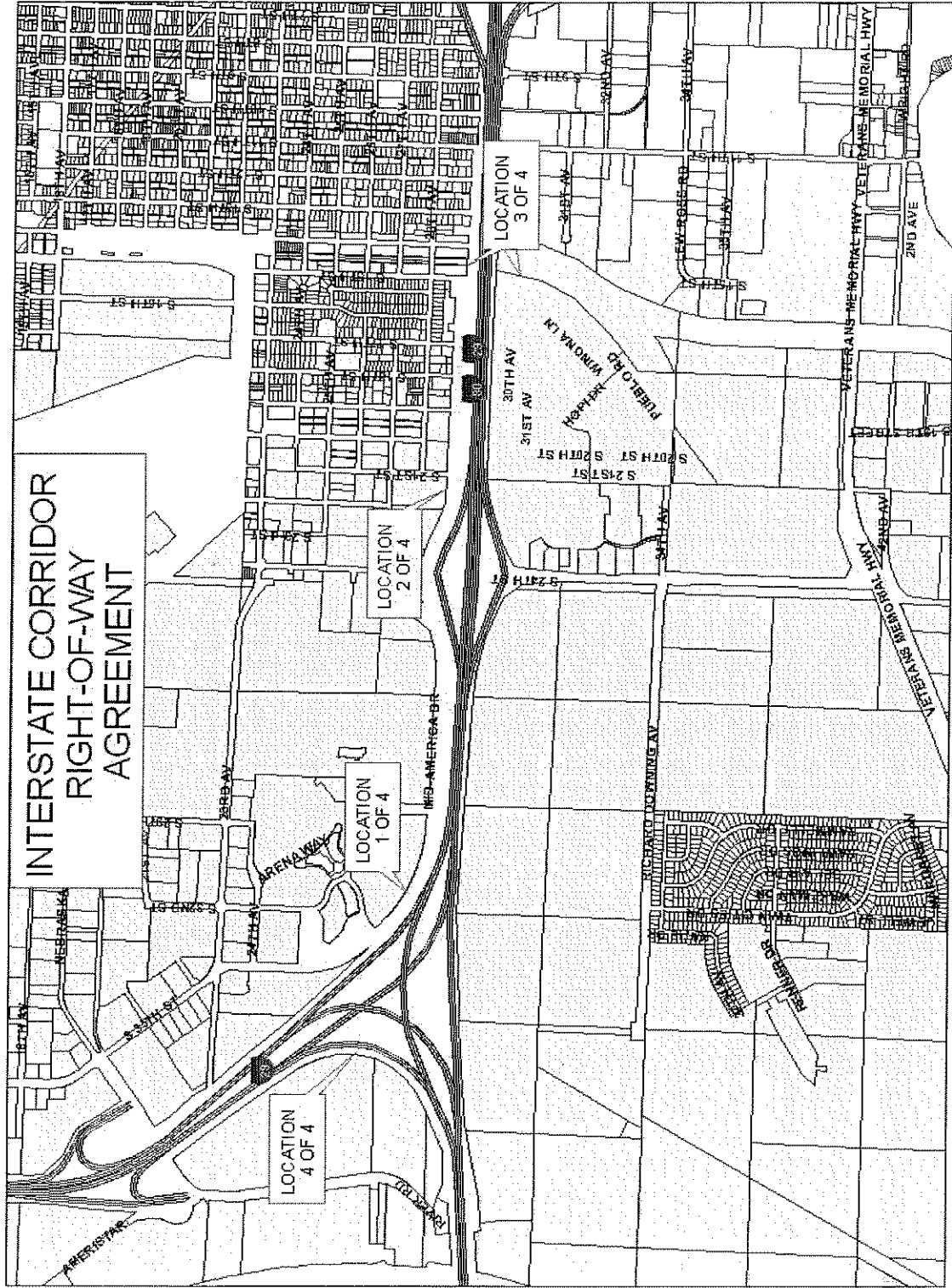
BACKGROUND/DISCUSSION

- IDOT is making interstate improvements to I-29 and I-80. To facilitate the project, additional right-of-way and temporary construction easements are required.
- The agreement conveys 382,924 square feet by Quit Claim Deed. The acquisition areas are identified as locations 1 thru 4 on the attached map.
- The project is identified by IDOT as IMN-29-3(65)54--OE-78 and funding is provided by the State of Iowa. This is Phase II of the improvements to the interstate system and includes the area between Indian Creek and the Missouri River.
- Construction is scheduled to begin in the West System Interchange in Fall 2010.

RECOMMENDATION

Approval of this resolution.

Approved by: Greg Reeder, Public Works Director



Return to and Prepared by Valerie Goethals, Right of Way Office, Iowa Dept. of Transportation, 800 Lincoln Way, Ames, IA 50010, 515-239-1361
Form 634026



Iowa Department of Transportation
Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Ph.: 515-239-1135
Toll-Free: 866-282-5809
FAX: 515-239-1247
www.iowadot.gov

PURCHASE AGREEMENT

Parcel Number: 215 County: Pottawattamie
Project Number: IMN-29-3(65)54-0E-78 Route Number: I-29
Seller: City of Council Bluffs

THIS AGREEMENT entered into this _____ day of _____, 2009, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1a. The Seller agrees to sell and furnish to the Buyer, a conveyance document, on form(s) furnished by the Buyer, and the Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following SE $\frac{1}{4}$ SW $\frac{1}{4}$ & Sw $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 3, SW $\frac{1}{4}$ SW $\frac{1}{4}$ & SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 2; SW $\frac{1}{4}$ SE $\frac{1}{4}$ & SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 2; NW $\frac{1}{4}$ NE $\frac{1}{4}$ & NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 11; NW $\frac{1}{4}$ SE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$, SW $\frac{1}{4}$ SE $\frac{1}{4}$, Se $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 4, all in Township 74 North, Range 44 West, in the county of Pottawattamie, State of Iowa, and more particularly described on pages 8-12, including the following buildings, improvements and other property:

All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein

1b. The Seller also agrees to convey to the Buyer all of the Seller's rights of direct access from the premises to Highway _____, from Sta. _____, excepting and reserving to the Seller the right of access at the following locations _____.

2. The Buyer agrees to pay, and the Seller agrees to grant, the right of possession, convey title and surrender physical possession of the premises as shown on or before the dates listed below.

Payment Amount	Agreed Performance	Date of Performance
\$ _____	On conveyance of title	_____
\$ _____	On surrender of possession	_____
\$ <u>Mutual Benefit</u>	On possession and conveyance	<u>60 day after Buyer Approval</u>
\$ <u>Mutual Benefit</u>	Total Lump-Sum Amount	
<u>Breakdown</u>	<u>Ac./Sq.Ft</u>	
Land by fee title	<u>-0-</u> sq. ft.	Fence <u>-0-</u> rods woven
Underlying fee title	<u>-0-</u> acres	Fence <u>-0-</u> rods barbed
Quit Claim Deed	<u>382.924</u> sq. ft.	
	<u>-0-</u> acres	

3. Possession of the premises is the essence of this agreement and the Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. The Seller grants the Buyer the immediate right to enter the premises for the purpose of gathering survey and soil data. The Seller may surrender possession of the premises, building, improvement, or any part thereof, prior to the time that he/she has agreed to do so, and agrees to give the Buyer 10 days notice of the Seller's intention to surrender possession by calling the Buyer at 1-800-926-4368.
4. The Seller warrants that there are no tenants on the premises holding under lease, except (none).
5. This agreement shall apply to and bind the legal successors in interest of the Seller, and the Seller agrees to pay all liens and assessments against the premises, including all taxes and special assessments payable until surrender of possession, as required by the Iowa Code section 427.2 and agrees to warrant good and sufficient title. Names and addresses of lien holders are (none).
6. The Buyer may include mortgagees, lien holders, encumbrances, and taxing authorities as payees on warrants issued in payment of this agreement. In addition to the total lump-sum payment amount, the Buyer agrees to pay \$0.00 for the cost of adding title documents required by this transaction to the Seller's abstract of title. If requested to do so, the Seller will deliver to the Iowa Department of Transportation, Office of Right of Way, 800 Lincoln Way, Ames, IA 50010, an abstract of title to the premises. The Buyer agrees to pay the cost of abstract continuation. The Seller agrees to provide the documents as may be required by Iowa Land Title Standards to convey merchantable title to the Buyer. The Seller also agrees to obtain court approval of this agreement, if requested by the Buyer, in the event title to the premises becomes an asset of any estate, trust, conservatorship or guardianship. The Buyer agrees to pay court approval costs and all other costs necessary to transfer the premises to the Buyer, except attorney fees. Claims for such transfer costs shall be paid in amounts supported by paid receipts or signed invoices.
7. The Buyer agrees that any agricultural drain tiles that are located within the premises that are damaged or require relocation by highway construction shall be repaired or relocated at no expense to the Seller. Where the Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes at no expense to the Seller. The Buyer has the right of entry upon the Seller's remaining property along the right-of-way line, if necessary, for the purpose of connecting the drain tile, and constructing and maintaining the fence. The Seller may pasture against the fence at his/her own risk. The Buyer will not be liable for fencing private property or maintaining it to restrain livestock.
8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this agreement, the Buyer will pay any remaining proceeds to the survivor of that joint tenancy, and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
9. These premises are being acquired for public purposes. This transfer is exempt from the requirements for the filing of a "Declaration of Value" in accordance with Iowa Code section 428A.1.
10. The premises also includes all estates, rights, title, and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon. The Seller consents to any change of grade of the highway and accepts payment under this agreement for any and all damages arising from those changes. The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement, and discharges the Buyer from liability because of this agreement and the construction of the public improvement project.
11. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, hazardous substance or underground storage tank on the premises, except none.
12. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
13. The Sellers grant to the Buyer temporary easements for the purpose of to Shape and construct recreational trail. The Right-of-Way Design Plot Plan, attached as pages 4-7 of this agreement, graphically illustrates the proposed temporary easement area being granted. The temporary easement shall terminate on completion of this highway project.
14. It is understood and agreed that this Agreement serves as notice to Drainage District No. 32, as said Drainage District is under the authority of the Seller.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

City of Council Bluffs

BY:X

Thomas P. Hanafan, Mayor
209 Pearl Street
Council Bluffs, IA

BY:X

Marcia L. Worden, City Clerk

This section to be completed by a Notary Public. Both columns must be completed.

MUNICIPAL ACKNOWLEDGEMENT - Acknowledgement for municipal corporations

STATE OF IOWA

COUNTY OF Pottawattamie ss:

On this ____ day of _____, 2009, before me, the undersigned, a notary public in and for said the State of Iowa, personally appeared Thomas P. Hanafan and Marcia L. Worden to me personally known, who being by me duly sworn, did say that they are the mayor and city clerk, respectively, of the city of Council Bluffs, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its city council, as contained in ordinance number _____ passed (the resolution adopted) by the city council under roll call number _____ of the city council on the ____ day of _____, 2009, and that Thomas P. Hanafan and Marcia L. Worden acknowledged the execution of the instrument to be their voluntary act and deed, and the voluntary act and deed of the corporation, by it voluntarily executed.

(NOTARY SEAL)

(Sign in ink)

(Print/type name)

Notary Public in and for the State of Iowa

Buyer's Approval

Recommended by: Project Agent
Larry S. Phipps

(Date)

Approved by: Right of Way Director
Martin J. Sankey

(Date)

Buyer's Acknowledgement

STATE OF IOWA

COUNTY OF STORY

}
} ss:

On this ____ day of _____, 2009, before me, the undersigned, personally appeared ROW Director, Martin J. Sankey, known to me to be a Right of Way Director of the Buyer and who did say that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be the voluntary act and deed of the Buyer, and by it voluntarily executed.

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa

Page 4
F:\02197\021970001\new\02197005215

OWNER: CITY OF COUNCIL BLUFFS

SCALE: 1" = 400'

PROPERTY LINE:

SE 1/4 SW 1/4 3-74-44

TEMPORARY EASEMENT TO SHAPE RT. TO 52 FT.

SW 1/4 SE 1/4 3-74-44

7440+45± Ex.R/W

7446+85

7448+00

7448+50'

7455+75

7461+30±

INTERSTATE 29 NORTHBOUND

INTERSTATE 80

INTERSTATE 29 SOUTHBOUND

Ex.R/W

3-74-44

5' COR

235'

205' (Proposed R/W)

165'

220' (Ex.R/W)

300' (Ex.R/W Cor.)

175'± (Ex.R/W)

165'

220' (Ex.R/W)

Rev. 12/17/09 (Decreased Fee and Increased T.E.)

Rev.12/17/09 Decreased Fee and Increased T.E.)

COUNTY: Pottawattamie

PROJECT NO.: IMN-29-3(65)54- -OE-78

Page 5

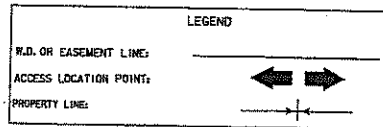
IOWA DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
PLOT PLAN
2 OF 4

PARCEL NO. 215

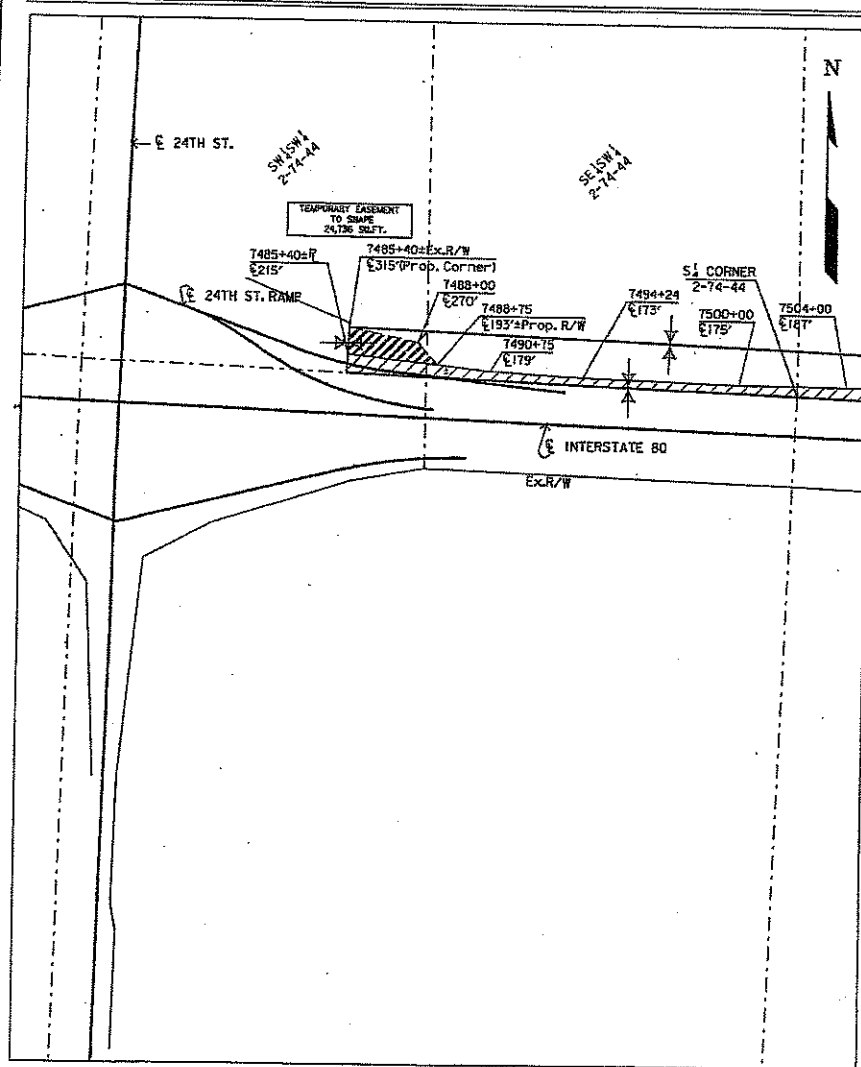
OWNER: CITY OF COUNCIL BLUFFS

SECTION: 02 T 74 N-R 44 W.

SCALE: 1" = 400'



CITY OF COUNCIL BLUFFS



COUNTY: Pottawattamie

PROJECT NO.: IMN-29-3(65)54- -OE-78

PROJECT NO.: IMN-29-3(65)54- -OE-78

IOWA DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
PLOT PLAN
4 OF 4

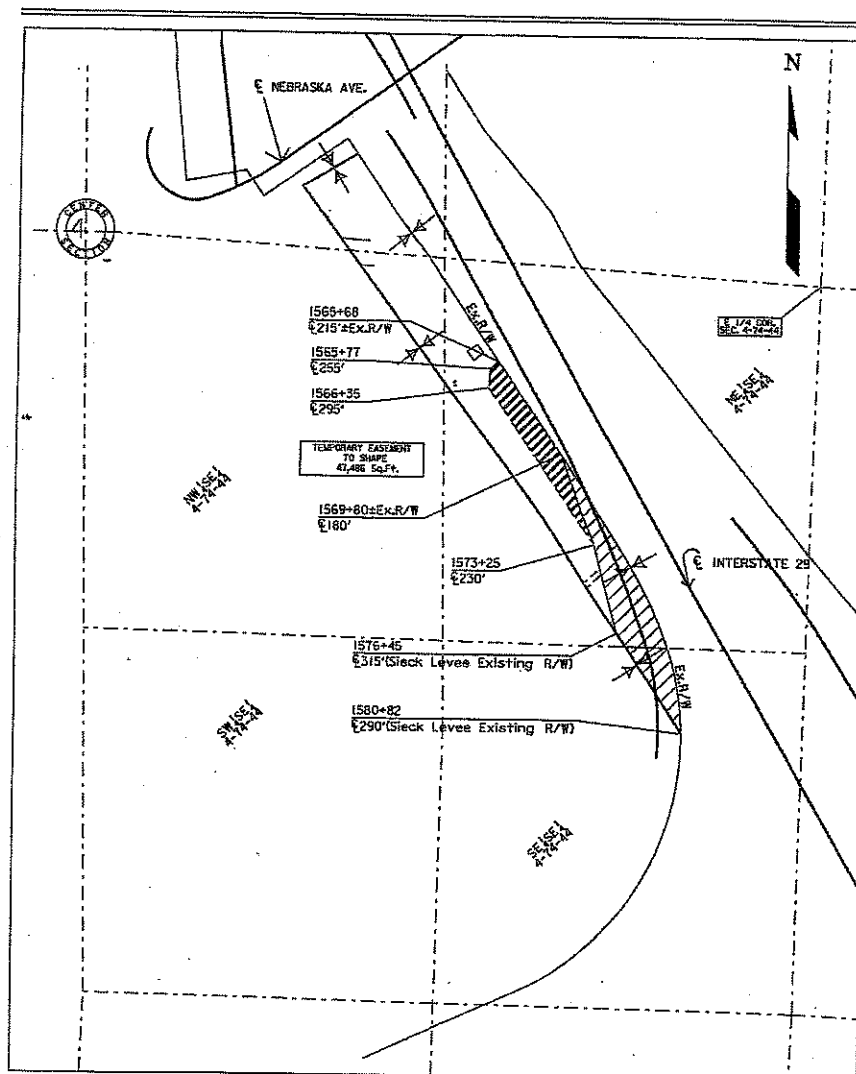
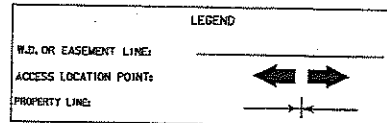
PROJECT NO.: 215

OWNER: CITY OF COUNCIL BLUFFS

PARCEL NO.: 215

SECTION: 04 T 74 N-R 44 W.

SCALE: 1" = 400'



COUNTY: Pottawattamie

PROJECT NO.: IMN-29-3(65)54- -OE-T8



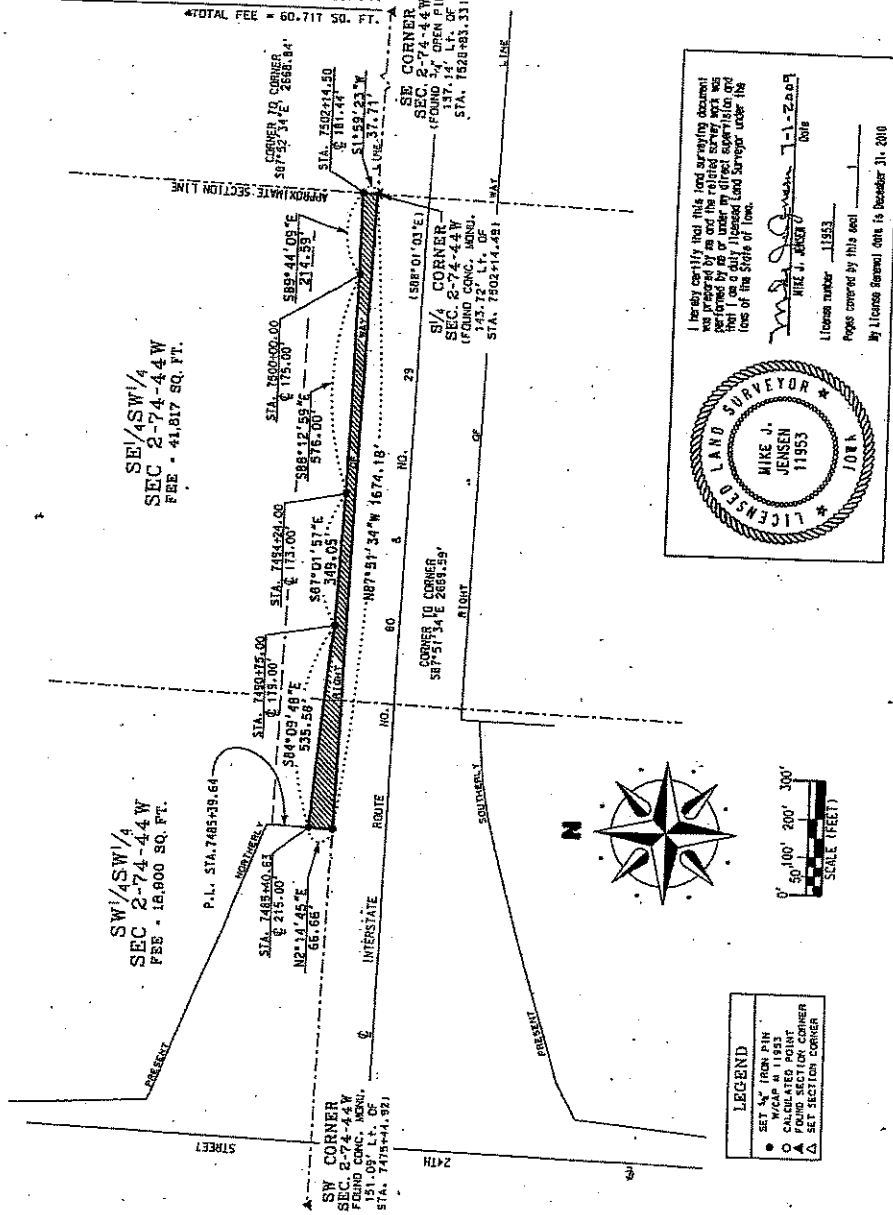
IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT (2 OF 4)
EXHIBIT "A"

Page 7

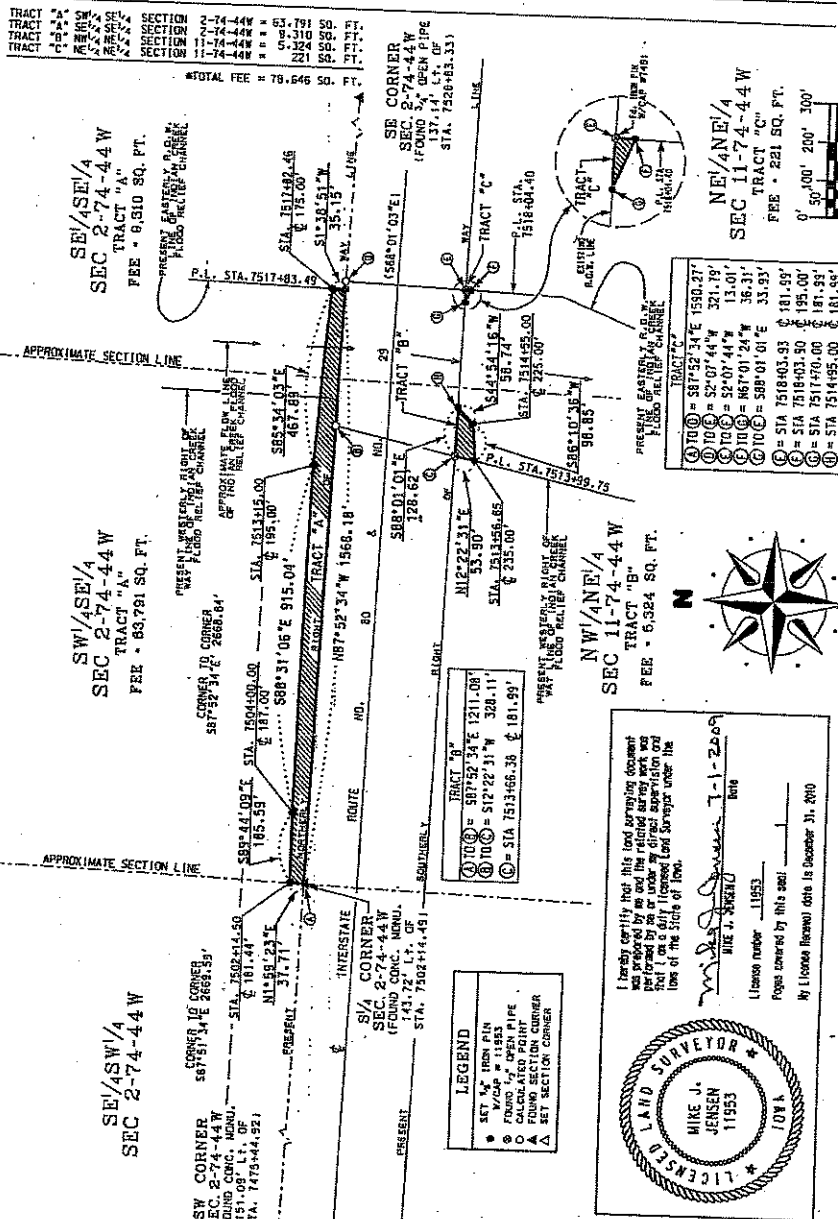


COUNTY **POTTAWATTAMIE** STATE CONTROL NO. _____
PROJECT NO. **IMN-29-3(65)54--OE-78** PARCEL NO. **215**
SECTION **2** TOWNSHIP **74N** RANGE **44W**
ROW - FEE ***60,717** SO. FT., EASE _____ AC, EXCESS - FEE _____ AC
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE
ACQUIRED FROM _____

SW 1/4 SEC 2-74-44W = 18,900 SQ. FT.
SE 1/4 SEC 2-74-44W = 41,817 SQ. FT.
*TOTAL FEE = 60,717 SQ. FT.



COUNTY POTTAWATTAMIE STATE CONTROL NO. _____
PROJECT NO. IMN-29-365154-0E-7B PARCEL NO. 215
SECTION 2 & 11 TOWNSHIP 74N RANGE 44W
ROW - FEE 78.646 SQ. FT. EASE _____
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ AC. EXCESS - FEE _____ AC
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE
ACQUIRED FROM _____ TO STA. _____ SIDE ROAD _____ SIDE





IOWA DEPARTMENT OF TRANSPORTATION
ACQUISITION PLAT (4 OF 4)
EXHIBIT "A"

Page 11



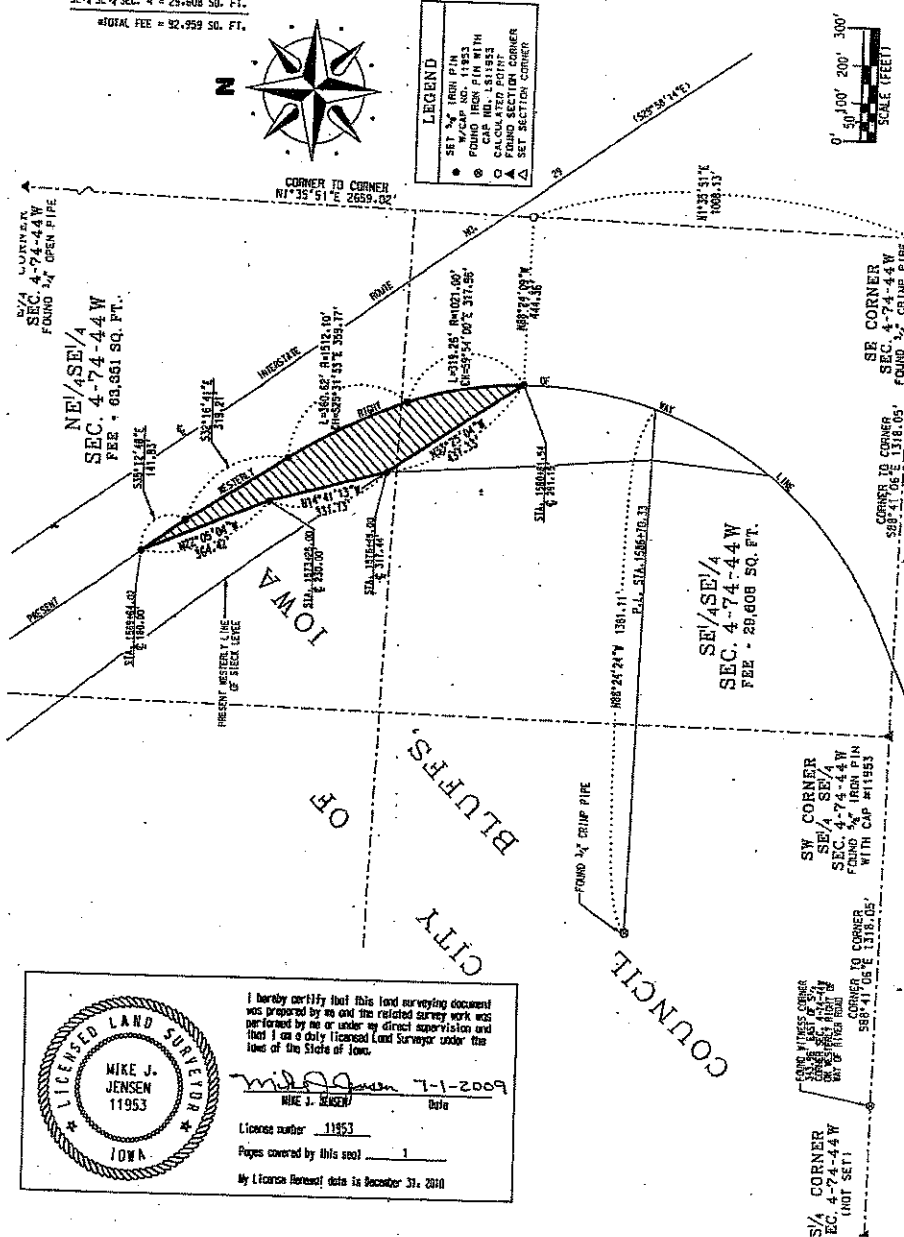
COUNTY POTTAWATTAMIE STATE CONTROL NO. _____
PROJECT NO. IMN-29-3(65)54--OE-78 PARCEL NO. 215
SECTION 4 TOWNSHIP 74N RANGE 44W
ROW - FEE •92,959 SQ. FT., EASE _____ AC. EXCESS - FEE _____ AC
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ MAIN LINE _____ SIDE
ACQUIRED ACCESS RIGHTS FROM STA. _____ TO STA. _____ SIDE ROAD _____ SIDE
ACQUIRED FROM _____

NE 1/4 SEC. 4 = 63,351 SQ. FT.
SE 1/4 SEC. 4 = 29,608 SQ. FT.
TOTAL FEE = 92,959 SQ. FT.



LEGEND
• SET 3/4" IRON PIN
○ FOUND SECTION CORNER WITH
CAP NO. 11953
○ CALCULATED POINT
△ FOUND SECTION CORNER
△ SET SECTION CORNER

0' 50' 100' 200' 300'
SCALE (FEET)



[illegible]

RESOLUTION 10-52

**RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK
TO EXECUTE WITH IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT NO. IMN-29-3(65)54--OE-78
FOR RIGHT-OF-WAY ACQUISITION
IN CONNECTION WITH
I-29 & I-80 INTERSTATE IMPROVEMENT**

- WHEREAS, the Iowa Department of Transportation wishes to make improvements known as the I-29 & I-80 Interstate Improvement, within the city, which requires right-of-way acquisition, as therein described; and
- WHEREAS, Iowa Department of Transportation has submitted an agreement which requires right-of-way acquisition for said improvements; and
- WHEREAS, the city council deems approval of said agreement to be in the best interest of the City of Council Bluffs.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor and City Clerk are hereby authorized and directed to execute an agreement with Iowa Department of Transportation relative to the right-of-way acquisition in connection with I-29 & I-80 Interstate Improvement.

ADOPTED
AND
APPROVED

February 8, 2010

Thomas P. Hanafan,

Mayor

ATTEST:

Marcia L. Worden,

City Clerk

Council Communication

Department: Legal Case/Project No.	Resolution No. <u>10-53</u>	Council Action: <u>2/8/2010</u>
Subject/Title		
Resolution authorizing the Mayor to execute the Order Accepting the Acknowledgement/Settlement Agreement from Gas-Mart USA, Inc., d/b/a Cal's Food and Gas, 429 Veteran's Memorial Highway, Council Bluffs, Iowa, for a violation of the State's tobacco laws.		

Background/Discussion
On or about December 3, 2009, compliance checks by the Council Bluffs Police Department resulted in a citation being issued to an employee of Cal's Food and Gas for providing tobacco to a minor. We are pursuing civil penalties against the permit holder. The civil penalty for a first violation is \$300. Gas-Mart USA, Inc., d/b/a Cal's Food and Gas, has made payment of the \$300 penalty and has submitted their Acknowledgement/Settlement Agreement. A resolution has been prepared authorizing the Mayor to execute the Order to Accept the Acknowledgement/Settlement Agreement from this business.
Recommendation
Authorize the Mayor to execute the Order Accepting the Acknowledgement/Settlement Agreement from Gas-Mart USA, Inc., d/b/a Cal's Food and Gas, for a first violation of the State's tobacco laws.

Don Bauermeister, Asst. City Attorney

Department Head Signature

Mayor Signature

RESOLUTION NO. 10-53

A RESOLUTION authorizing the Mayor to execute an Order Accepting the Acknowledgement/Settlement Agreement from Gas-Mart USA, Inc., d/b/a Cal's Food and Gas, 429 Veteran's Memorial Highway, for a violation of Iowa Code Section 453A.2(1).

WHEREAS, the State of Iowa has enacted a comprehensive program aimed at reducing underage tobacco use; and

WHEREAS, compliance checks in Council Bluffs resulted in a citation being issued to an employee of Cal's Food and Gas, 429 Veteran's Memorial Highway, on or about December 3, 2009; and

WHEREAS, the mandatory civil penalty has been paid, and it is in the best interest of the City to execute an Order Accepting the Acknowledgement/Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED
BY THE CITY COUNCIL
OF THE
CITY OF COUNCIL BLUFFS, IOWA

That the Mayor is hereby authorized to execute the Order Accepting the Acknowledgement/Settlement Agreement from Gas-Mart USA, Inc., d/b/a Cal's Food and Gas, for a violation of Iowa Code Section 453A.2.

ADOPTED
AND
APPROVED

February 8, 2010

THOMAS P. HANAFAN

Mayor

Attest:

MARCIA L. WORDEN

City Clerk

BEFORE THE CITY COUNCIL
FOR THE CITY OF COUNCIL BLUFFS, IOWA

IN RE:

Gas-Mart USA, Inc.
d/b/a Cal's Food and Gas
429 Veteran's Memorial Highway
Council Bluffs, IA 51501

**ORDER ACCEPTING
ACKNOWLEDGEMENT/SETTLEMENT
AGREEMENT**

ON this 8th day of February, 2010, in lieu of a public hearing on the matter, the City Council approves the attached Acknowledgement/Settlement Agreement between the above-captioned permittee and the City of Council Bluffs, Iowa.

THEREFORE, the City Council for the City of Council Bluffs, Iowa, FINDS that the above-captioned permittee has remitted to the City of Council Bluffs, Iowa, a civil penalty in the amount of three hundred dollars (\$300.00). Be advised that this sanction will count as a first violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS THEREFORE ORDERED that the judgment in this matter is hereby satisfied.

THOMAS P. HANAFAN Mayor

Attest:

MARCIA L. WORDEN City Clerk

Council Communication

Department: Finance Case/Project No. n/a Applicant: Arthur Hill Finance Director	Ordinance No. _____ Resolution No. _____	Council Action: <u>2/8/2010</u>
Subject/Title		
Receive and file the proposed operating budget for the City of Council Bluffs at the February 8, 2010 meeting of the City Council and establish Public Hearing for February 22, 2010.		
Background/Discussion		
The proposed operating budget for the fiscal year ending June 30, 2010 has been completed by Mayor Hanafan and city staff.		
On February 12, 2010 notice of the proposed budget will be published in the Council Bluffs Daily Nonpareil.		
On February 22, 2010 a public hearing will be held to receive public comment regarding the city budget for the fiscal year ending June 30, 2011.		
The City of Council Bluffs must submit its approved annual budget to both the Pottawattamie County Auditor and the Iowa Department of Management no later than March 15, 2010.		
This proposed budget for the fiscal year ending June 30, 2010 calls for a property tax levy of \$17.8511, a reduction from the prior year levy of \$17.9732 per thousand dollars of taxable property valuation.		
Recommendation		
Receive and file proposed City of Council Bluffs annual operating budget for the fiscal year ending June 30, 2011 and set public hearing for February 22, 2010.		

Department Head Signature

Mayor Signature

RESOLUTION NO. 10-55

A Resolution establishing a Public Hearing for February 22, 2010, regarding the annual budget for the fiscal year ending June 30, 2011.

Be it resolved by the City Council of the City of Council Bluffs, Iowa;

Whereas: the annual budget for the fiscal year ending June 30, 2011 has been prepared and presented to the City Council as a Receive and File item at the regular meeting of February 8, 2010 and;

Whereas: notification to the public of a Public Hearing will be placed in The Daily Nonpareil at least ten days but no more than twenty days prior to the Public Hearing and such notification will include the necessary budget information required by the Iowa Department of Management.

A Public Hearing is hereby established to take place Monday, February 22, 2010 at 7:00 p.m., at City Hall, 209 Pearl Street, Council Chamber, 2nd Floor, for the purpose of receiving public comments regarding the City of Council Bluffs' annual budget for the fiscal year ending June 30, 2011.

ADOPTED
AND
APPROVED:

February 8, 2010

Thomas P. Hanafan, Mayor

ATTEST:

Marcia L. Worden, City Clerk

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA
ATTN: CITY LEGAL DEPARTMENT
OR CITY CLERK
209 PEARL STREET
COUNCIL BLUFFS, IA 51503

CITY CLAIM NO. 10-000717

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Juan Ramirez DAY PHONE: (402) 350-8564
ADDRESS: 6024 S. 40TH ST. Omaha, NE. 68107 DOB: 06-17-74

DATE & TIME OF LOSS/ACCIDENT: _____

LOCATION OF LOSS/ACCIDENT: _____

DESCRIPTION OF LOSS/ACCIDENT: Panel, Bedside Outer LT Repair
Panel, Bedside Outer LT Refinish, Tail Lamp Assembly
Bumper Assy, Rear Step Corrosion Protection Cover car exterior
Hazard. wste. Rem, wheel Flare set. (USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 607.51

WITNESS(ES) (Name(s), Address(es), Phone No(s)) Victor (402) 813-1581
Victor Live - in Council Bluffs
27TH & 8TH

WAS POLICE REPORT FILED ☒ YES ☐ NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:

N/A

HAVE YOU RESUMED NORMAL ACTIVITIES? ☒ YES ☐ NO

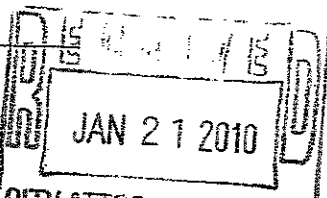
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION: _____

LIST INSURANCE PROVIDER AND COVERAGE: Geico Full Cover

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3) CODE OF IOWA)

01-12-10
DATE



Juan Ramirez
CLAIMANT'S SIGNATURE

H & H CHEVROLET COLLISION REPAIR CENTER
4645 SOUTH 84TH STREET
OMAHA, NE 68127
OFFICE: 402-596-2705 FAX: 402-596-2721
FEDERAL TAX #: 26-1423867

CD LOG NO 13731-1 DATE 01/08/10

SHOP: H&H CHEVROLET LLC
ADDRESS: 4645 S 84TH STREET
CITY STATE: OMAHA, NE
ZIP: 68127-

INSP DATE: 01/08/10
CONTACT: JIMMY PFAHL
PHONE 1: (402) 596-2705
FAX: (402) 596-2721

OWNER: RAMIREZ, JUAN
ADDRESS: 6024 S 40TH ST
CITY STATE: OMAHA, NE
ZIP: 68107

HOME PHONE: (402) 502-9110
CELL PHONE: (402) 350-8864

CLAIM#: 10-000717
POINT OF IMPACT: 7

FILE HANDLER: MIKE SORTINO

LIC#: OJM 105
BODY COLOR: BURG
CONDITION: GOOD

STATE: NE

VIN: 2GTEK19T511384396
MILEAGE: 113,686
ACCTNG CTL#:

PROD DATE: 05/01

PAINT CODE:

*=USER-ENTERED VALUE	E=REPLACE OEM	NG=REPLACE NAGS
EC=REPLACE ECONOMY	UE=REPLACE OE SURPLUS	UC=RECONDITIONED PRT
UM=REMAN/REBUILT PRT	EU=REPLACE SALVAGE	EP=REPLACE PXN
OE=REPLACE PXN OE SRPLS	PC=PXN RECONDITIONED	PM=PXN REMAN/REBUILT
TR=PARTL REPL PRICE	ET=PARTL REPL LABOR	IT=PARTIAL REPAIR
I=REPAIR	L=REFINISH	BR=BLEND REFINISH
TT=TWO-TONE	CG=CHIPGUARD	SB=SUBLET
N=ADDITIONAL LABOR	RI=R&I ASSEMBLY	P=CHECK
AA=APPEAR ALLOWANCE	RP=RELATED PRIOR	UP=UNRELATED PRIOR

2001 GMC SIERRA K1500 SLE 4DOOR EXT CAB 8CYL GASOLINE 5.3
CODE: U8043D/C OPTNS T/24XDJPQWGTUCR

OPTIONS:

TWO-STAGE - EXTERIOR SURFACES
4-WHEEL DRIVE
REMOTE KEYLESS ENTRY SYSTEM
ELEC REMOTE CONTROL MIRRORS
REAR BUMPER
AUTOMATIC TRANS
OVERHEAD CONSOLE

TWO-STAGE - INTERIOR SURFACES
POWER DOOR LOCKS
POWER WINDOWS
LEFT REAR ACCESS DOOR
AIR CONDITIONING
CRUISE CONTROL

CP GDE	MC DESCRIPTION	MFG. PART NO.	PRICE	AJ% B%	HOURS R
T 1638	PANEL, BEDSIDE OUTER LT REPAIR				1.5*1
T 1638 #	PANEL, BEDSIDE OUTER LT REFINISH				2.7*4

2001 GMC SIERRA K1500 SLE 4DOOR EXT CAB
CD LOG NO 13731-1

= 13, 10
REF LOWER REAR BELOW BODYLINE

1.5*SURFACE
0.6 TWO STAGE SETUP
0.6 TWO STAGE

RI0533	TAILLAMP ASSEMBLY	LT R&I ASSEMBLY		0.3	1
RI0388	BUMPER ASSY, REAR STEP	R&I ASSEMBLY		0.8	1
ECM14	CORROSION PROTECTION	ECONOMY PART	12.50*	0.3	*4*
ECM17	COVER CAR EXTERIOR	ECONOMY PART	5.00*	0.3	*1*
SBM60	HAZARD. WSTE. REM.	SUBLET REPAIR	3.00*		*1*
EC	WHEEL FLARE SET	ECONOMY PART	120.00*	1.0	*1*

8 ITEMS

MC MESSAGE(S)

10 INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

FINAL CALCULATIONS & ENTRIES

OTHER PARTS 137.50

PAINT MATERIAL 96.00

PARTS & MATERIAL TOTAL 233.50

TAX ON PARTS & MATERIAL @ 7.000% 16.35

LABOR	RATE	REPLACE HRS	REPAIR HRS	
1-SHEET METAL	50.00	2.4	1.5	195.00
2-MECH/ELEC	75.00			
3-FRAME	62.00			
4-REFINISH	50.00	3.0		150.00
5-PAINT MATERIAL	32.00			

LABOR TOTAL 345.00

TAX ON REFINISH LABOR @ 7.000% 9.45

SUBLET REPAIRS 3.00

TAX ON SUBLET @ 7.000% 0.21

TOWING

STORAGE

GROSS TOTAL 607.51

NET TOTAL 607.51

SHOPLINK U5414 ES CD LOG 13731-1 DATE 01/08/10 09:45:12AM R6.37 CD 12/09

EXN: Y/00/00/00/00/00 CUM 00/00/00/00/00 GEOCODE 68127

HOST LOG

(C) 1998 - 2008 AUDATEX NORTH AMERICA, INC.

1.2 HRS WERE ADDED TO THIS EST. BASED ON AUDATEX TWO-STAGE REFINISH FORMULA.

THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF AUTOMOBILE PARTS NOT MADE
BY THE ORIGINAL MANUFACTURER. PARTS USED IN THE REPAIR OF YOUR VEHICLE BY

2001 GMC SIERRA K1500 SLE 4DOOR EXT CAB
CD LOG NO 13731-1

OTHER THAN THE ORIGINAL MANUFACTURER ARE REQUIRED TO BE AT LEAST EQUAL IN
LIKE, KIND AND QUALITY IN TERMS OF FIT, QUALITY AND PERFORMANCE TO THE
ORIGINAL MANUFACTURER PARTS THEY ARE REPLACING.

RECEIVE A FREE AQUAPEL WINDSHIELD TREATMENT WITH ANY REPAIR.

(MENTION THIS AD WHEN VEHICLE IS SCHEDULED)

ALL REPAIRS GUARANTEED FOR 12 (TWELVE) MONTHS UNLESS YOUR INSURANCE COMPANY
REQUIRES A LONGER GUARANTEE. (ASK FOR DETAILS)

01/15/2010 at 10:39 AM
97594

Job Number:

AA COLLISION REPAIR
4902 S 33RD STREET
OMAHA, NE 68107
(402)734-7705 Fax: (402)734-0629

PRELIMINARY ESTIMATE

Written By: JOHN ENGDAHL
Adjuster:

Insured: JUAN RAMIREZ	Claim #
Owner: JUAN RAMIREZ	Policy #
Address: 4645 S 84 ST	Deductible:
OMAHA, NE 68107	Date of Loss:
Cellular: (402)350-8864	Type of Loss:
Evening: (402)502-9110	Point of Impact: 7. Left Rear

Inspect AA COLLISION REPAIR
Location: 4902 S 33RD STREET
OMAHA, NE 68107

Business: (402)734-7705

Insurance
Company:

3 Days to Repair

2001 GMC K1500 4X4 SIERRA EXT 8-4.8L-FI 4D SHORT MAROON Int:
VIN: 2GTEK19T511384396 Lic: OJM 105 NE Prod Date: 05/2001 Odometer: 113686
Tilt Wheel Intermittent Wipers Message Center
Dual Mirrors Clear Coat Paint Power Steering
Power Brakes AM Radio FM Radio
Stereo Search/Seek Anti-Lock Brakes (4)
Driver Air Bag Passenger Air Bag 4 Wheel Disc Brakes
Cloth Seats Rear Step Bumper Automatic Transmission
4 Wheel Drive Overdrive Styled Steel Wheels

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
1		REAR BUMPER					
2	R&I	R&I bumper assy				1.0	
3		REAR LAMPS					
4	R&I	LT Combo lamp assy 1/2 & 3/4 ton				0.4	
5		PICK UP BOX					
6	Repl	LT Decal "4x4"	1	14.00		0.3	
N 7*	Rpr	LT Side panel				1.5	2.8
8*		Add for Clear Coat					1.2
9*	R&I	LT Body side mldg GMC chrome				0.3	
10	R&I	Fuel door				0.3	
11#	Repl	A/M CHROME WHEEL OPENING MOULDING (SOLD AS SET)	1	130.00		0.3	
12	Blnd	Fuel door					0.2
13#	Subl	Hazardous waste removal	1	6.00	T		
14#	Repl	Cover car	1	10.00		0.3	
15#		Clean & re-tape mldg	1			0.5	

8.B.

01/15/2010 at 10:39 AM
97594

Job Number:

PRELIMINARY ESTIMATE

2001 GMC K1500 4X4 SIERRA EXT 8-4.8L-FI 4D SHORT MAROON Int:

NO.	OP.	DESCRIPTION	QTY	EXT.	PRICE	LABOR	PAINT
16#	Repl	Corrosion protection	1		6.00	0.2	
17#	Rpr	Remove Adhesive				0.3	
Subtotals ==>					166.00	5.4	4.2

Line 7 : PARTIAL BASE - FULL CLEAR

Parts		160.00
Body Labor	5.4 hrs @ \$ 50.00/hr	270.00
Paint Labor	4.2 hrs @ \$ 50.00/hr	210.00
Paint Supplies	4.2 hrs @ \$ 34.00/hr	142.80
Sublet/Misc.		6.00

SUBTOTAL		\$ 788.80
Sales Tax	\$ 518.80 @ 7.0000%	36.32

GRAND TOTAL		\$ 825.12
INSURANCE PAY		\$ 825.12

Thank You For Your Business.

This is an estimate only. This estimate does not account for hidden or unseen damage. Parts prices may vary and are subject to invoice.

Authorization of Repair

Customer Signature _____ Date ____/____/____

01/15/2010 at 10:39 AM
97594

Job Number:

PRELIMINARY ESTIMATE

2001 GMC K1500 4X4 SIERRA EXT 8-4.8L-FI 4D SHORT MAROON Int:

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR1GH99, CCC Data Date 01/11/2010, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. Non-Original Equipment Manufacturer aftermarket parts are described as AM, Qual Repl Parts or Comp Repl Parts which stands for Competitive Replacement Parts. Used parts are described as LKQ, Qual Recy Parts, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries. Some 2010 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The Pathways estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

CCC Pathways - A product of CCC Information Services Inc.

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA
ATTN: CITY LEGAL DEPARTMENT
OR CITY CLERK
209 PEARL STREET
COUNCIL BLUFFS, IA 51503

CITY CLAIM NO. _____

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Robert Barrett DAY PHONE: 402-679-0175
ADDRESS: 3608 twin city Dr. 51501 DOB: 5-21-1974

DATE & TIME OF LOSS/ACCIDENT: 1-20-2010 8:00 Am.

LOCATION OF LOSS/ACCIDENT: 3608 twin city Drive council Bluffs 51501

DESCRIPTION OF LOSS/ACCIDENT: plow truck Hit Drivers side mirror on the 2007 Dodge 1500 Ram Breaking the mirror off.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ _____

WITNESS(ES) (Name(s), Address(es), Phone No(s)) _____

WAS POLICE REPORT FILED _____ YES X NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY: _____

HAVE YOU RESUMED NORMAL ACTIVITIES? _____ YES _____ NO

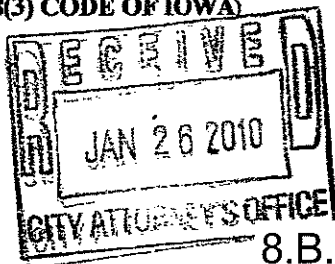
IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION: _____

LIST INSURANCE PROVIDER AND COVERAGE: _____

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3) CODE OF IOWA)

1/26/2010
DATE



[Signature]
CLAIMANT'S SIGNATURE

COUNCIL BLUFFS
CITY CLERK
JAN 26 P 3:17

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA
ATTN: CITY LEGAL DEPARTMENT
OR CITY CLERK
209 PEARL STREET
COUNCIL BLUFFS, IA 51503

CITY CLAIM NO. _____

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: Andrew Brownlee DAY PHONE: 712-215-2901

ADDRESS: 703 Webster St. DOB: 02/02/1988

DATE & TIME OF LOSS/ACCIDENT: 4/20/10

LOCATION OF LOSS/ACCIDENT: 913 Pine Street

DESCRIPTION OF LOSS/ACCIDENT: On a call the Fire Department truck passed my car on the street. It struck my left mirror on my vehicle and it took it off and the mirror struck my door and dented it as well.

(USE BACK OF FORM, IF NECESSARY)

TOTAL DAMAGES CLAIMED: \$ 786.70

WITNESS(ES) (Name(s), Address(es), Phone No(s)): Tim Meyer 913 Pine Street 712-370-5271

WAS POLICE REPORT FILED ☐ YES ☒ NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:

HAVE YOU RESUMED NORMAL ACTIVITIES? ☒ YES ☐ NO

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY

OTHER RELEVANT INFORMATION: _____

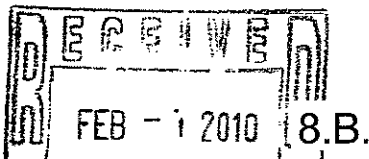
LIST INSURANCE PROVIDER AND COVERAGE: Murphy Insurance

2010 FEB - 1 P 1:50
COUNCIL BLUFFS
CITY CLERK

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3) CODE OF IOWA)

DATE 02/01/10



Andrew Brownlee
CLAIMANT'S SIGNATURE

Date: 1/29/2010 10:23 AM
Estimate ID: 566
Estimate Version: 0
Preliminary
Profile ID: Mitchell

Paul's Body Shop

305 SILVER AVE 101 HARRIS ST., HASTING, IA 51540
(712) 624-8389
Fax: (712) 624-9666
Email: PAULSSHOP@WILDBLUE.NET

Damage Assessed By: Paul Howard

Condition Code: Good
Deductible: NONE

Insured: DAVID BROWNLEE
Address: 703 WEBSTER, FARRAGUT, IA 51639

Mitchell Service: 916489

Description: 1997 Buick LeSabre Custom

Body Style: 4D Sed

Drive Train: 3.8L Inj 6 Cyl AO

VIN: 1G4HP52K1VH597383

Options: VEHICLE ANTI-THEFT, PASSENGER AIRBAG, DRIVER SIDE AIRBAG, POWER LOCK
POWER WINDOW, POWER STEERING, REAR WINDOW DEFOGGER, MANUAL AIR CONDITION
TILT STEERING COLUMN, ANTI-LOCK BRAKE SYS.
MANUAL REMOTE ADJUSTABLE EXTERIOR MIRROR, TINTED GLASS
FIRST ROW SPLIT BENCH SEAT, CLOTH SEAT, AUTOMATIC HEADLIGHTS
DAYTIME RUNNING LIGHTS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	616760	BDY	REPAIR	L Frt Door Repair Panel	Existing		3.0* #
2	AUTO	REF	REFINISH	L Frt Door Outside			C 2.2
3	616870	BDY	REMOVE/INSTALL	L Frt Door Moulding			0.3
4	617170	BDY	REMOVE/REPLACE	L Frt Door Power Mirror	25551197 GM PART	99.02	0.4 #
5	AUTO	REF	REFINISH	L Frt Door Mirror			C 0.5
6	600146	BDY	REMOVE/INSTALL	L Frt Otr Door Handle			1.2 #
7	AUTO	REF	ADD'L OPR	Clear Coat			1.0
8	933003	REF	ADD'L OPR	TINT COLOR			0.5*
9	933018	REF	ADD'L OPR	MASK FOR OVERSPRAY		15.00 *	0.3*
10	AUTO		ADD'L COST	Paint/Materials		142.80 *	
11	AUTO		ADD'L COST	Shop Materials		15.00 *	
12	AUTO		ADD'L COST	Hazardous Waste Disposal		4.00 *	

* - Judgment Item

- Labor Note Applies

C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 01/29/2010 10:23:45 566

Mitchell Data Version: OEM: JAN_10_V

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UltraMate Version: 7.0.016

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Page 1 of 2

Estimate Totals

I. Labor Subtotals						II. Part Replacement Summary			
	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals				Amount
Body	4.9	50.00	0.00	0.00	245.00 T	Taxable Parts			99.02
Refinish	4.5	50.00	15.00	0.00	240.00 T	Sales Tax	@ 7.000%		6.93
Taxable Labor					485.00	Total Replacement Parts Amount			
Labor Tax @ 7.000 %					33.95				
Labor Summary	9.4				518.95				
III. Additional Costs					Amount	IV. Adjustments			
Non-Taxable Costs					161.80	Insurance Deductible			
Total Additional Costs					161.80	Customer Responsibility			
Paint Material Method: Rates									
Init Rate = 34.00 , Init Max Hours = 99.9, Addl Rate = 0.00									
						I. Total Labor:			518.95
						II. Total Replacement Parts:			105.95
						III. Total Additional Costs:			161.80
						Gross Total:			786.70
						IV. Total Adjustments:			0.00
						Net Total:			786.70

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

RETURN TO: CITY OF COUNCIL BLUFFS, IOWA
ATTN: CITY LEGAL DEPARTMENT
OR CITY CLERK
209 PEARL STREET
COUNCIL BLUFFS, IA 51503

CITY CLAIM NO. _____

NOTICE OF CLAIM/LOSS

NAME OF CLAIMANT: BEN BERANEK

ADDRESS: 610 LAWSON CT.

DAY PHONE: 402 510-0140

DOB: 3-1-84

DATE & TIME OF LOSS/ACCIDENT: during removal of snow

LOCATION OF LOSS/ACCIDENT: approach of my driveway

DESCRIPTION OF LOSS/ACCIDENT:

The grader that plows my street, dropped his blade and put at least two grooves in my approach. New driveway so I no it won't show before

TOTAL DAMAGES CLAIMED: \$3000

(USE BACK OF FORM, IF NECESSARY)

WITNESS(ES) (Name(s), Address(es), Phone No(s)): I was at the bottom of driveway when they put one groove in

WAS POLICE REPORT FILED YES X NO

IF MEDICAL ATTENTION WAS REQUIRED, PLEASE PROVIDE NAME, ADDRESS, AND TELEPHONE NO. OF TREATING PHYSICIAN AND FACILITY:

200 FEB - 1 A 11:22
COUNCIL BLUFFS
CITY CLERK

HAVE YOU RESUMED NORMAL ACTIVITIES? YES X NO

IF YOU INCURRED PROPERTY DAMAGE, PLEASE DESCRIBE AND PROVIDE COPIES OF ESTIMATES, INVOICES, PHOTOGRAPHS, AND ANY OTHER RELEVANT INFORMATION:

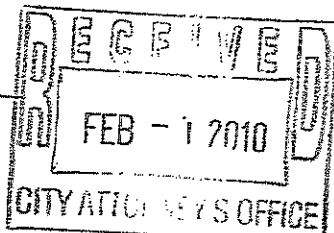
Will get statement when weather is better. I will fix it in spring time after a couple bids come in.

LIST INSURANCE PROVIDER AND COVERAGE:

I HEREBY CERTIFY UNDER PENALTY OF PERJURY THAT THE ABOVE INFORMATION IN SUPPORT OF MY CLAIM IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

NOTE: IT IS A FRAUDULENT PRACTICE PUNISHABLE BY FINE OR IMPRISONMENT TO KNOWINGLY MAKE A FALSE CLAIM (SECTION 714.8(3) CODE OF IOWA)

2-1-10
DATE



BEN BERANEK
CLAIMANT'S SIGNATURE

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION FROM TAX SALE

TO: Tracy A. Rannells and Teresa L. Rannells, the persons in whose names the real estate is taxed; persons in possession; Peoples National Bank, mortgagee; State of Iowa, judgment creditor; and City of Council Bluffs, Iowa

YOU AND EACH OF YOU ARE NOTIFIED that the following described real estate located in Pottawattamie County, Iowa: *(100 Charlotte Ave.)*

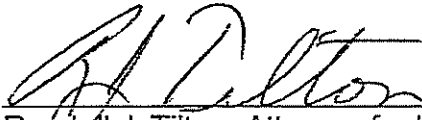
Lot 52, Linda Loma, an Addition to Council Bluffs, Pottawattamie County, Iowa, and one-half of the vacated alley adjoining said Lot 52, except that part of said Lot 52 and said vacated alley described as follows: Beginning at the Southwest corner of Lot 52, Linda Loma Addition to Council Bluffs; thence East 210.8 feet along the South line of said Lot 52 to an iron pipe; thence North 4°12' West 132.4 feet past corner of garage to iron pipe on the centerline of the 16 foot alley; thence West 199.0 feet along centerline of alley to West line of said Lot 52; thence South 1°28' West 132.0 feet to point of beginning

was sold for delinquent taxes by the Pottawattamie County Treasurer to Linden Grove Investments, Inc. on the 18th day of June, 2007. The certificate of purchase at tax sale is Certificate No. 07/0373.

You have a right of redemption that will expire ninety (90) days after the completed service of this notice upon you. After expiration of this right of redemption, a deed for the real estate described above will be issued to Linden Grove Investments, Inc., or its subsequent assignee, unless redemption is made pursuant to Chapter 447 of the Code of Iowa. Redemption must be made by payment through the office of the Pottawattamie County Treasurer, Pottawattamie County Courthouse, Council Bluffs, Iowa 51501.

Dated this 4th day of January, 2010.

PLEASE TAKE NOTICE AND GOVERN YOURSELF ACCORDINGLY.



Randall J. Tilton, Attorney for Linden Grove Investments, Inc.
Sween & Tilton, P.C.
1209 14th Avenue
Eldora, IA 50627-0516
Telephone (641) 939-5461

COUNCIL BLUFFS
CITY CLERK
2010 JAN 20 PM 2:35

NOTICE OF EXPIRATION OF RIGHT OF REDEMPTION FROM TAX SALE

TO: Vicki D. Moore, the person in whose name the real estate is taxed; persons in possession; U.S. Bank, National Association, mortgagee; Gemini Capital Group, LLC, judgment creditor; Merchant's Credit Adjusters, Inc., judgment creditor; Arrow Financial Services LLC, judgment creditor; and City of Council Bluffs, Iowa

YOU AND EACH OF YOU ARE NOTIFIED that the following described real estate located in Pottawattamie County, Iowa: *(2439 8th Ave)*

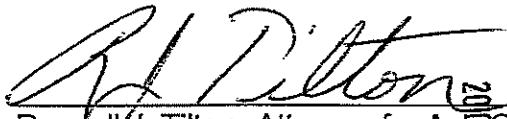
Lots 17, 18 and the East 19 feet of Lot 19, in Block 17, Wright's Addition to Council Bluffs, Iowa

was sold for delinquent taxes by the Pottawattamie County Treasurer to Ash Grove Investments, Inc. on the 18th day of June, 2007. The certificate of purchase at tax sale is Certificate No. 07/0627.

You have a right of redemption that will expire ninety (90) days after the completed service of this notice upon you. After expiration of this right of redemption, a deed for the real estate described above will be issued to Ash Grove Investments, Inc., or its subsequent assignee, unless redemption is made pursuant to Chapter 447 of the Code of Iowa. Redemption must be made by payment through the office of the Pottawattamie County Treasurer, Pottawattamie County Courthouse, Council Bluffs, Iowa 51501.

Dated this 6th day of January, 2010.

PLEASE TAKE NOTICE AND GOVERN YOURSELF ACCORDINGLY.


Randall J. Tilton, Attorney for Ash Grove Investments, Inc.
Sween & Tilton, P.C.
1209 14th Avenue
Eldora, IA 50627-0516
Telephone (641) 939-5461

2010 JAN 20 PM 2:35
COUNCIL BLUFFS
CITY CLERK

OFFER TO BUY CITY PROPERTY

Council Bluffs, Pottawattamie County, Iowa, January 18, 20 10

TO: THE CITY OF COUNCIL BLUFFS, IOWA:

THE UNDERSIGNED (hereby designated as Buyers) hereby offer to buy the real estate situated in Council Bluffs, Pottawattamie County, Iowa, described as follows:

901 1/2 North 8th St.

Ross Place S.E., Part LT 13

(current house was torn down for demolition on Jan. 13 by city of Council Bluffs)

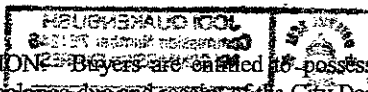
together with any easements and servient estates appurtenant thereto, but with reservations and exceptions only as follows:

- (a) Title shall be taken subject to applicable zoning restrictions, except as in (1) below:
- (b) And subject to easements of record for public utilities, public roads and public highways; at \$0.17 per square foot, for a total sum of \$ 514.25, payable at the office of the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503, as follows:

by payment of \$ 51.43 (down payment is required in the amount of \$25.00 or 10% of the total purchase price, whichever is greater) herewith to be held by the City Clerk of Council Bluffs, Iowa, pending passage of an ordinance authorizing vacation and disposal of the described property and authorizing the Mayor and City Clerk of Council Bluffs, Iowa, to execute the City Deed to the described property; and the balance of \$ 462.82 to be paid upon execution and delivery of the City Deed by the Mayor and City Clerk of Council Bluffs, Iowa.

- (1) SPECIAL USE. This offer is void unless Buyers are permitted, under any existing zoning and building restrictions, immediately to make the following conforming use of said real estate:

Add to current adjacent property of
901 North 8th St. owned by Aaron Schwartz.

- (2) TAXES. All subsequent taxes shall be paid by Buyers.
- (3) SPECIAL ASSESSMENTS. All subsequent special assessments shall be paid by Buyers.
- (4) INSURANCE. Buyers, if they desire, may obtain insurance to cover risk of loss from hazards.
- (5) POSSESSION.  Buyers are entitled to possession of the described property upon payment of the balance due and receipt of the City Deed.
- (6) REJECTED OFFER. If this offer is rejected by the City Council of the City of Council Bluffs, Pottawattamie County, Iowa, it shall become null and void and all payments shall be repaid to the Buyers.

- (7) DEED. Upon payment of the purchase price, the City shall convey title by City Deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer and delivery of deed.

COUNCIL BLUFFS
CITY CLERK
2010 JAN 21 P 4:22

(8) OTHER PROVISIONS: _____

Aaron Schwartz
Buyer
Alan M. M. J.
Buyer's Spouse
Title
901 N. 8th St Council Bluffs, IA 51503
Address
402-917-6047
Telephone

STATE OF IOWA)
COUNTY OF) SS.
POTTAWATTAMIE)

On this 21st day of January, 2010, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, to me known to be the identical persons named in and who executed the within and foregoing instrument "Offer To Buy City Property" in its entirety and acknowledged that they executed the same as their voluntary act and deed.

Jodi Quakenbush
Notary Public in and for said State



OFFER TO BUY CITY PROPERTY

Council Bluffs, Pottawattamie County, Iowa, 1/20, 2010

TO: THE CITY OF COUNCIL BLUFFS, IOWA:

THE UNDERSIGNED (hereby designated as Buyers) hereby offer to buy the real estate situated in Council Bluffs, Pottawattamie County, Iowa, described as follows:

2409 7th Ave - Council Bluffs, IA
Wrights Addition Lts 9-10 B1K 16

together with any easements and servient estates appurtenant thereto, but with reservations and exceptions only as follows:

- (a) Title shall be taken subject to applicable zoning restrictions, except as in (1) below:
- (b) And subject to easements of record for public utilities, public roads and public highways; at 2.50 per square foot, for a total sum of \$ 16,000, payable at the office of the City Clerk, City Hall, 209 Pearl Street, Council Bluffs, Iowa 51503, as follows:

by payment of \$ 1,600 (down payment is required in the amount of \$25.00 or 10% of the total purchase price, whichever is greater) herewith to be held by the City Clerk of Council Bluffs, Iowa, pending passage of an ordinance authorizing vacation and disposal of the described property and authorizing the Mayor and City Clerk of Council Bluffs, Iowa, to execute the City Deed to the described property; and the balance of \$ 14,400 to be paid upon execution and delivery of the City Deed by the Mayor and City Clerk of Council Bluffs, Iowa.

- (1) SPECIAL USE. This offer is void unless Buyers are permitted, under any existing zoning and building restrictions, immediately to make the following conforming use of said real estate:

To build a house under the infil program

- (2) TAXES. All subsequent taxes shall be paid by Buyers.
- (3) SPECIAL ASSESSMENTS. All subsequent special assessments shall be paid by Buyers.
- (4) INSURANCE. Buyers, if they desire, may obtain insurance to cover risk of loss from hazards.
- (5) POSSESSION. Buyers are entitled to possession of the described property upon payment of the balance due and receipt of the City Deed.
- (6) REJECTED OFFER. If this offer is rejected by the City Council of the City of Council Bluffs, Pottawattamie County, Iowa, it shall become null and void and all payments shall be repaid to the Buyers.
- (7) DEED. Upon payment of the purchase price, the City shall convey title by City Deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer and delivery of deed.

COUNCIL BLUFFS
CITY CLERK

2010 JAN 21 A 9:51

(8) OTHER PROVISIONS:

Purchase subject to be given an inf. l
commitment by March 15, 2010

Larry A West
Buyer

Gloria G West
Buyer's Spouse

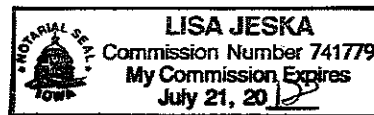
Title
1953 Longview Loop
Council Bluffs IA 51503
Address

402-8 660-7369
Telephone

STATE OF IOWA)
COUNTY OF) SS
POTTAWATTAMIE)

On this 20th day of January, 2010, before me, the undersigned, a
Notary Public in and for the State of Iowa, personally appeared Larry A. + Gloria G West,
to me known to be the identical persons named in and who executed the within and foregoing
instrument "Offer To Buy City Property" in its entirety and acknowledged that they executed the same
as their voluntary act and deed.

Lisa Jeska, Iowa
Notary Public in and for said State



H13401-717010

2010

Salvage Yard License Application

Business Name: Anderson Excavating Co.

Date: 1/1/10

Business Address: 114 29th Avenue

Phone: 402-345-8800

Owners Name: Virgil D. Anderson Address: 1920 Dorcas Street Omaha, Ne. 68108

Phone:

Type of Business: Firm

If Corporation, List Officers: Virgil D. Anderson CEO

Partnership

Virginia M. Anderson V.P.

☒ Corporation

Thomas Kuehl V.P.

Note: If foreign corporation, proof must be attached showing capability of doing business in Iowa.

Legal Description Of The Property: Referees plat of West 1/2 of SW, E 115' of W 350' of Lot 5 South of Center Line of Lot 5, Section 6-74-44

Total Area (Square Feet) Available For Business Location (fenced-in areas inclusive of any buildings): 20,001

Will Retail Sales Be Made On Premises? ☐ Yes ☐ No

Nature And Type Of Salvage Equipment: Used Building Materials

What Is Zoning At This Location? I2 General Industrial

Has Conditional Use Been Granted Under City Ordinance? ☒ Yes ☐ No ☐ Not Applicable

If Yes, Give Date: see app If No, Give Date For Zoning Board Of Adjustment Consideration:

I, Virginia M. Anderson

Do Hereby Affirm That All Of The Above Information Is True And Correct To The Best Of My Knowledge.

Virginia M. Anderson

Signature Of Applicant

(Fee must accompany application) 0 - 5,000 sq. ft. - \$50.00 5,001 - 10,000 sq. ft. - \$100.00 10,001 - 20,000 sq. ft. - \$150.00 20,001+ sq. ft. - \$200.00 Renewal fee - same as original fee

Consolidated Comments Of Fire, Zoning, Building and Health Officials:

Recommendation To Council Pertaining To Issuance Of License:

ANIMAL SHELTER

BACKUP

BUILDING

CLERK

FINANCE

FIRE DEPT

HEALTH

HR

LEGAL

LIBRARY

PARKS

POLICE

PUBLIC WORKS

RCC

TREATMENT PLANT

TREASURER REC

OTHER

Approve

Deny

CITY OF COUNCIL BLUFFS

Date / Time : 01/26/10 11:04

Amount : \$ 200.00

Receipt # : 196419

Check/Credit Card #: 8132

Clerk : jmendoza

Donn Dierks Public Health Director

8.E.

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Applicant LC0035086, 1892 German Beer Haus, Council Bluffs

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Name of Applicant:	German Beer Haus 1892 LLC (Sole Proprietorship, Partnership, Corporation, etc.)		
Name of Business (D/B/A):	1892 German Beer Haus		
Address of Premise:	136 West Broadway		
Address Line 2:			
City:	Council Bluffs		
County:	Pottawattamie		
Zip:	51503		
Business Phone:	(712) 256-9700	Cell / Home Phone:	
Same Address			
Mailing Address:	301 Perrin Place		
Mailing Address Line 2:			
City:	Council Bluffs	State:	Iowa
Zip:	51503		
Contact Name:	Frank Hoover		
Phone:	(712) 329-3329	Email Address:	

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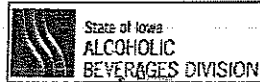


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Applicant LC0033025, Driftwood Inn, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: Lerdian, Inc. (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Driftwood Inn

Address of Premise: 2701 Harry Langdon Blvd

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51503

Business Phone: (712) 325-0801

Cell / Home Phone:

Same Address

Mailing Address:

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51503

Contact Name: Tom

Phone: (712) 325-0801

Email Address: dlinc12@qwestoffice.net

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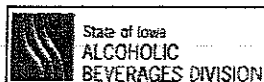
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Applicant LC0036708, Glory Days, Council Bluffs

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Name of Applicant: Juon Investments LLC (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Glory Days

Address of Premises: 106 West Broadway

Address Line 2:

City: Council Bluffs

County: Iowa

Zip: 51503

Business Phone: (712) 326-7617 **Cell / Home Phone:** (712) 326-8457

Mailing Address: 22 Kimberly Dr

Mailing Address Line 2:

City: Council Bluffs **State:** Iowa

Zip: 51503

Contact Name: Brandon Juon

Phone: (712) 326-8457 **Email Address:** bjuon@absavingsbank.com

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- Privilege Carryout Wine
- Applicant Signature
- Local Endorse

Carryout Wine Privilege LB0001789, Harrah's Council Bluffs Casino & Hotel, Council Bluffs

After completion click on the **NEXT** link to continue to the next screen, or the **BACK** link to return to the previous screen.
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A carryout wine privilege is required for commercial establishments to sell wine for off premises consumption in original unopened containers. No sales by the drink. This application is to be used only if adding carryout wine after the license has been issued. If carryout wine privilege is requested at license renewal, mark the appropriate box under "privileges".

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- Privilege Carryout Wine
- Applicant Signature
- Local Endorse

Carryout Wine Privilege LC0030427, Horseshoe Casino, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen.
The navigation links on the top may also be used to move around the application.

A carryout wine privilege is required for commercial establishments to sell wine for off premises consumption in original unopened containers. No sales by the drink. This application is to be used only if adding carryout wine after the license has been issued. If carryout wine privilege is requested at license renewal, mark the appropriate box under "privileges".

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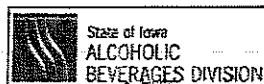


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Applicant LC0029692, Mc Gee's, Council Bluffs

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Name of Applicant: Mc Gee's Inc (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Mc Gee's

Address of Premise: 401 W S Omaha Bridge Rd

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 366-1669

Cell / Home Phone: (712) 323-3473

Same Address

Mailing Address: 401 W S Omaha Bridge Rd

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51501

Contact Name: Richard

Phone: (712) 366-1669

Email Address:

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Applicant LE0001083, Metro Wine, Spirits and Tobacco, Inc., Council Bluffs

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Name of Applicant: Metro Wine, Spirits and Tobacco (Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Metro Wine, Spirits and Tobacco, Inc.

Address of Premise: 3418 W Broadway Suite D

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 366-2421 Cell / Home Phone:

Same Address

Mailing Address: 3418 W Broadway Suite D

Mailing Address Line 2:

City: Council Bluffs State: Iowa

Zip: 51501

Contact Name: Tim Nelson

Phone: (712) 366-2421 Email Address: tim@metrowineonline.com

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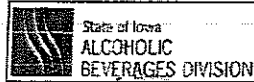


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Applicant LC0036857, Sam's Italian Villa, Council Bluffs

After completion click on the NEXT link to continue to the next screen, or the BACK link to return to the previous screen. The navigation links on the top may also be used to move around the application.

Name of Applicant: P.R.S. & W., Inc.

(Sole Proprietorship, Partnership, Corporation, etc.)

Name of Business (D/B/A): Sam's Italian Villa

Address of Premises: 3312 W. Broadway

Address Line 2:

City: Council Bluffs

County: Pottawattamie

Zip: 51501

Business Phone: (712) 322-9783

Cell / Home Phone: (402) 598-5734

Same Address

Mailing Address: 126 Highlanders Circle

Mailing Address Line 2:

City: Council Bluffs

State: Iowa

Zip: 51503

Contact Name: Bob Swenlor

Phone: (712) 258-0536

Email Address: bobampe@cox.net

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